City Council Meeting

Tuesday, July 12, 2016

City of Oak Forest

8:00 P.M.

City Council Chambers

AGENDA

		ALDERMEN
MAYOR:	Henry L. Kuspa	1 – Laura Clemons
CLERK:		
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

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1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. ANNOUNCEMENTS AND COMMUNITY CALENDAR

4. APPROVAL OF THE APPOINTMENT OF DAVID NEUMAN AS CITY CLERK

5. PUBLIC HEARING REGARDING TAX INCREMENT (TIF) FINANCING STATUS REPORTS FOR TIF DISTRICT NO. 1, TIF DISTRICT NO. 2, TIF DISTRICT NO. 3

A. Open Public Hearing (Mayor)
B. 10 Year TIF Status Report for TIF #1, TIF #2, and TIF #3 (Kane McKenna)
C. Public Comments and Discussion (Mayor)
D. Close of Public Hearing (Mayor)

6. MOTION TO ESTABLISH CONSENT AGENDA

7. CONSENT AGENDA:

A. Approval of Minutes:

1. City Council - June 28, 2016

B. Consideration of the following Lists of Bills dated:

1. Regular Bills Fiscal Year 2016-2017 - July 12, 2016
2. Supplemental Bills Fiscal Year 2016-2017 - July 12, 2016

C. Consideration of the following Commission Minutes:

1. Veterans - May 19, 2016
2. Planning & Zoning - June 1, 2016

D. Consideration of the following reports:

1. Baxter & Woodman Project Status Report - July 7, 2016

8. COMMUNITY DEVELOPMENT

A. Approval of Ordinance No. 2016-06-0608O establishing the West 159th Street Corridor Redevelopment project Plan (TIF #7). Tabled at the June 28, 2016 City Council meeting. The attached memo from Community Development Director Dotson, dated June 24, 2016, provides supporting details.

B. Approval of Ordinance No. 2016-06-0609O designating the West 159th Street Corridor Redevelopment Project Area. Tabled at the June 28, 2016 City Council meeting. The attached memo from Community Development Director Dotson, dated June 24, 2016, provides supporting details.

C. Approval of Ordinance No. 2016-06-0610O adopting Tax Increment Financing for the 159th Street Corridor Redevelopment Project. Tabled at the June 28, 2016 City Council meeting. The attached memo from Community Development Director Dotson, dated June 24, 2016, provides supporting details.

D. Approval of Ordinance No. 2016-07-0611O amending the boundaries and intergovernmental agreement between co-applicants for the Cal Sag Enterprise Zone: Petitioner, City of Oak Forest. The attached memo from Community Development Director Dotson, dated July 8, 2016, provides supporting details.

E. Approval of Resolution No. 2016-07-0294R requesting a sign assistance grant for new signage at 5740 West 159th Street, De Re Tire and Auto, Inc. The attached memo from Community Development Director Dotson, dated July 8, 2016, provides supporting details.

9. CITIZENS PARTICIPATION

10. OLD BUSINESS

11. NEW BUSINESS

12. EXECUTIVE SESSION

13. ADJOURNMENT

Community Calendar

Farmers Market
Saturday, July 16
8 a.m. to 1 p.m.
Waverly Commuter Lot – 156th and Cicero
Event: Ingalls Health Screenings (Free)

City Hall Open
Saturday, July 16
9 a.m. to noon

Oak Forest Rotary Club Blood Drive
Oak Forest Rotary Club & Oak Forest Park District
Saturday, July 16
9 a.m. to 1:00 p.m.
15601 S. Central Avenue

Senior Luncheon
Oak Forest Senior Commission
Thursday, July 28
Doors open at 10 a.m.; program begins at 11 a.m.
Community Center – 155th and Kilpatrick

National Night Out
Tuesday, August 2
6 p.m.
City Hall Gazebo

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
WEEK 1	Green Steps Comm. 7:00pm - Chambers	911 Emergency Board 9:30am - Police Dep't. Conf. Room	Plan & Zone Commission 7:00pm - Council Chambers Economic Advisory Committee 5:30pm - Blue Room	Citizens Advisory 7:15pm - Council Chambers	
WEEK 2	Streetscape Commission 7:00pm - Council Chambers	Committee of the Whole (As Needed) 7:00pm – Council Chambers CITY COUNCIL MEETING 8:00PM - COUNCIL CHAMBERS Safety Committee 1:00pm - Council Chambers	Senior Citizens Commission 1:00pm - Council Chambers Consumer Protection 7:30pm – Blue Room 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	
WEEK 3		Youth Commission 8:00pm - Chambers	Plan & Zone Commission 7:00pm - Council Chambers Crime Prevention Commission 7:00pm - Blue Room	Citizens Advisory 7:15pm Council Chambers Veterans Commission 7:30pm – Blue Room	
WEEK 4	Fire & Police Commission - 7:00pm Blue Room	Committee of the Whole (As Needed) 7:00pm - Council Chambers CITY COUNCIL MEETING 8:00PM - COUNCIL CHAMBERS	Traffic Court 10:00am - Council Chambers		

15440 CENTRAL AVENUE
OAK FOREST IL 60452-2104

TELEPHONE: 708-687-4050
FAX: 708-687-8817

OAK FOREST

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www.LivingOakForest.com www.Oak-Forest.org

STATE OF ILLINOIS,}
} SS
COOK COUNTY, }

OFFICIAL OATH

I, David M. Neuman, having been appointed to the Office of City Clerk of the City of Oak Forest, in the County of Cook, do solemnly swear, that I will support the Constitution of the United States, the Constitution of the State of Illinois, the codes and ordinances of the City of Oak Forest, and that I will faithfully discharge the duties of City Clerk to the best of my ability.

David M. Neuman

Subscribed and sworn to before me this
12th day of July, 2016.

James C. Richmond
Notary Public

(seal)

City of Oak Forest

Memo

DATE: **July 8, 2016**

TO: **City Council**

SUBJECT: **Appointment – David Neuman as City Clerk**

It is my honor to request your approval of the appointment of David Neuman as Oak Forest City Clerk. A young man, Mr. Neuman has shown an extraordinary interest in improving our community. He was a graduate of Oak Forest High School and came back to found its Alumni Association for which he serves as president. Mr. Neuman possesses a Bachelor's Degree from Florida State University and a Master's Degree from Geroge Washington University. He currently serves as a member of the Oak Forest Citizens Advisory Commission. Mr. Neuman also serves as a member of the Oak Fest Commission.

I respectfully request your concurrence with my appointment of David Neuman as City Clerk. I believe Mr. Neuman and other young people like him are the future of Oak Forest and I am privileged to place his name before you for your consideration.

Henry L. Kuspa

Henry L. Kuspa, Mayor

David Neuman

15715 Peggy Ln. #11
Oak Forest, IL 60452

Phone: (708) 829-2431 Email: dneuman16@gmail.com

Education:

George Washington University, Washington, DC 5/14
Political Management, Master of Professional Studies

Florida State University, Tallahassee, FL 8/12
Political Science and Communications, Bachelor of Science

Experience:

Prevent Child Abuse America, Chicago, IL 5/16—Present
Development Manager

- Develop a comprehensive fundraising strategy to achieve the yearly goals of PCAA.
- Work directly with the CEO to manage and lead key projects in PCAA.
- Cultivate and maintain ongoing relationships with individual and corporate partners.
- Update and maintain ratings, state registrations, and database.

Oak Forest High School Alumni Association, Oak Forest, IL 5/13—Present
Founder/President

- Create compelling mission based messages through mailings and social media.
- Earning recognition and new members through strong social media interaction/marketing.
- Support current students, graduates, and alumni through scholarships and other programs.

SOS Children's Villages Illinois, Chicago, IL 8/14—1/16
Development and Database Assistant

- Letter writing and constituent correspondence.
- Donor outreach, engagement, and stewardship.
- Planning and executing charitable events.
- Update and maintain the database in Raiser's Edge.

Nancy Bocskor Company, Arlington, VA 2/13—5/13
Office Assistant

- Managed Email ranging from speaking engagements to personal meetings.
- Prepared travel plans and event preparations for a women's political summit in Mongolia.
- Communicated on behalf of Nancy Bocskor for a variety of professional correspondences.

Congressman Steve Southerland II, Washington, DC 8/12 – 2/13
Staff Assistant (intern)

- Efficiently reorganized and managed the constituent relations programs.
- Research and provide data for legislative aides.
- Oversaw and improved the Daily News Review and Presidential Inauguration 2013 activities.

CITY OF OAK FOREST

TAX INCREMENT FINANCING TEN YEAR STATUS REPORT
TAX INCREMENT FINANCING (TIF) DISTRICT 1

A ten year report on the status of the Redevelopment Area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared For:
City of Oak Forest, Illinois

Prepared Jointly By:
The City of Oak Forest, Illinois
and
Kane, McKenna and Associates, Inc.

TIF DISTRICT 1
Designated December 1986
First Amendment December 2004
Second Amendment 2007
Ten Year Status Report July 2015

CITY OF OAK FOREST
TEN YEAR STATUS REPORT
TIF DISTRICT 1

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Exhibit 1 - TIF 1 Map

Exhibit 2 – Recent TIF Annual Report

INTRODUCTION AND BACKGROUND

Kane, McKenna and Associates, Inc. ("KMA") drafted this report at the request of the City of Oak Forest (the "City") to update the public on the status of Tax Increment District 1 ("TIF District 1", the "TIF District", or the "TIF"). In accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended, (the "Act") a ten year status report must be filed ten years after the establishment of Redevelopment Project Area. The guidelines for this report are clearly defined in the Act as follows:

> No later than 10 years after the corporate authorities of a municipality adopt an ordinance to establish a redevelopment project area, the municipality must compile a status report concerning the redevelopment project area. The status report must detail without limitation the following: (i) the amount of revenue generated within the redevelopment project area, (ii) any expenditures made by the municipality for the redevelopment project area including without limitation expenditures from the special tax allocation fund, (iii) the status of planned activities, goals, and objectives set forth in the redevelopment plan including details on new or planned construction within the redevelopment project area, (iv) the amount of private and public investment within the redevelopment project area, and (v) any other relevant evaluation or performance data. Within 30 days after the municipality compiles the status report, the municipality must hold at least one public hearing concerning the report. The municipality must provide 20 days' public notice of the hearing.[1]

The Redevelopment Project Area

The City established the Redevelopment Project Area ("RPA") in December 1986 with the assistance of two consulting firms, Keck, Mahin & Cate and KMA. The City amended the RPA in 2007 with the assistance of KMA in order to allow for a 12 year extension of the TIF term. The RPA is irregularly shaped, approximately 28 acres in size. The RPA is roughly bounded on the north by 157th Street, on the east by Lorel Avenue, on the south by 159th Street and on the west by Central Avenue. The RPA was originally designated in 1986 in order to assist in the development of a Dominick's food store, which was then removed from the company's development program in 1987. The city was also considering use of TIF increment as part of its stormwater detention site located in the north east portion of the TIF. Single family home development occurred at the west portion of the TIF (along Carol Belle Trail) and townhomes were developed at the east portion along 157th Street. As part of the TIF 2 development of the former Eagle Food Store in the Dominick's anchored shopping center extended east into TIF 1. This development occurred in 1996-1998. The City extended the TIF term in 2007, and agreed to surplus distributions for properties already developed. An update regarding current activities is included in Section 3.

The City's original 1986 TIF Plan was amended in order to add the following goals and objectives.

- "To continue the redevelopment of the 159th Street area and assist in maintaining the vitality of the City's Gateway Corridor planning efforts.
- To attract increased residential and retail density within the 159th Street area.
- To promote mixed use residential and retail density within the 159th Street area.
- To encourage pedestrian oriented redevelopment throughout the 159th Street area."

In addition, the City stated it would implement redevelopment activities by:

- "Coordinating or constructing necessary public parking facilities that are required to implement redevelopment activities, and
- Providing for the payment of required school district or library district costs as required by the act, as amended".

I. Revenue Generated within RPA

Revenue Categories	Revenues
Bond Proceeds	$1,500,000
Incremental Property Tax	$1,556,771
Incremental Sales Tax	$ 3,557
Investment Income	$ 51,369
Other	$ 303,017
Total	$3,414,714

(as of 4/30/14)

II. Municipal Expenditures for the RPA

Expenditure Categories(all amounts rounded)	**Expenditures**
Administrative Costs	$ 245,000
Property Acquisition	$1,500,000
Financing Costs	$ 75,000
Surplus Distribution Costs	$ 795,000
TIF Incentives/RDA Payments	$ 250,000
Balance of Tax Allocation Fund as of 4/30/14	**$ 549,806**

III. Status of Planned Activities, Goals and Objectives

The City recently entered into a redevelopment agreement (RDA) for the development of a L.A. Fitness facility consisting of approximately 12,000 s.f. and over $7,000,000 of private investment. The City contribution included land as well as a "pay as you go" TIF reimbursement of $785,000. The RDA followed the City's efforts including engaging an agent to market the property resulting in the L.A. Fitness project. The City also purchased former tax exempt (Church) property located on 159th Street and structured financing of $1,500,000 to pay for the acquisition. The City assisted in the redevelopment of the Net 3 facility and structured a "pay as you go" TIF incentive.

The City will continue to review and monitor redevelopment activities associated with the former Church property and other properties located in the TIF.

IV. Total Investment within the RPA

Investment Categories	Investments
Public Investment *(does not include surplus or current fund balance)*	$ 2,000,000
Private Investment*	$10,000,000
**(includes L.A. Fitness as projected)*	
Total	$12,000,000

V. Other Relevant Evaluation or Performance Data

The EAV of the TIF has increased over the term of the TIF Current EAV (2013) of $1,718,035 exceeds the original base EAV of $537,751. The L.A. Fitness Project is expected to increase the EAV further over the remaining term of the TIF (2021/2022).

EXHIBIT 1

TIF 1 Map

TIF 1 Boundary Map

City of Oak Forest

Draft 1-16-2007

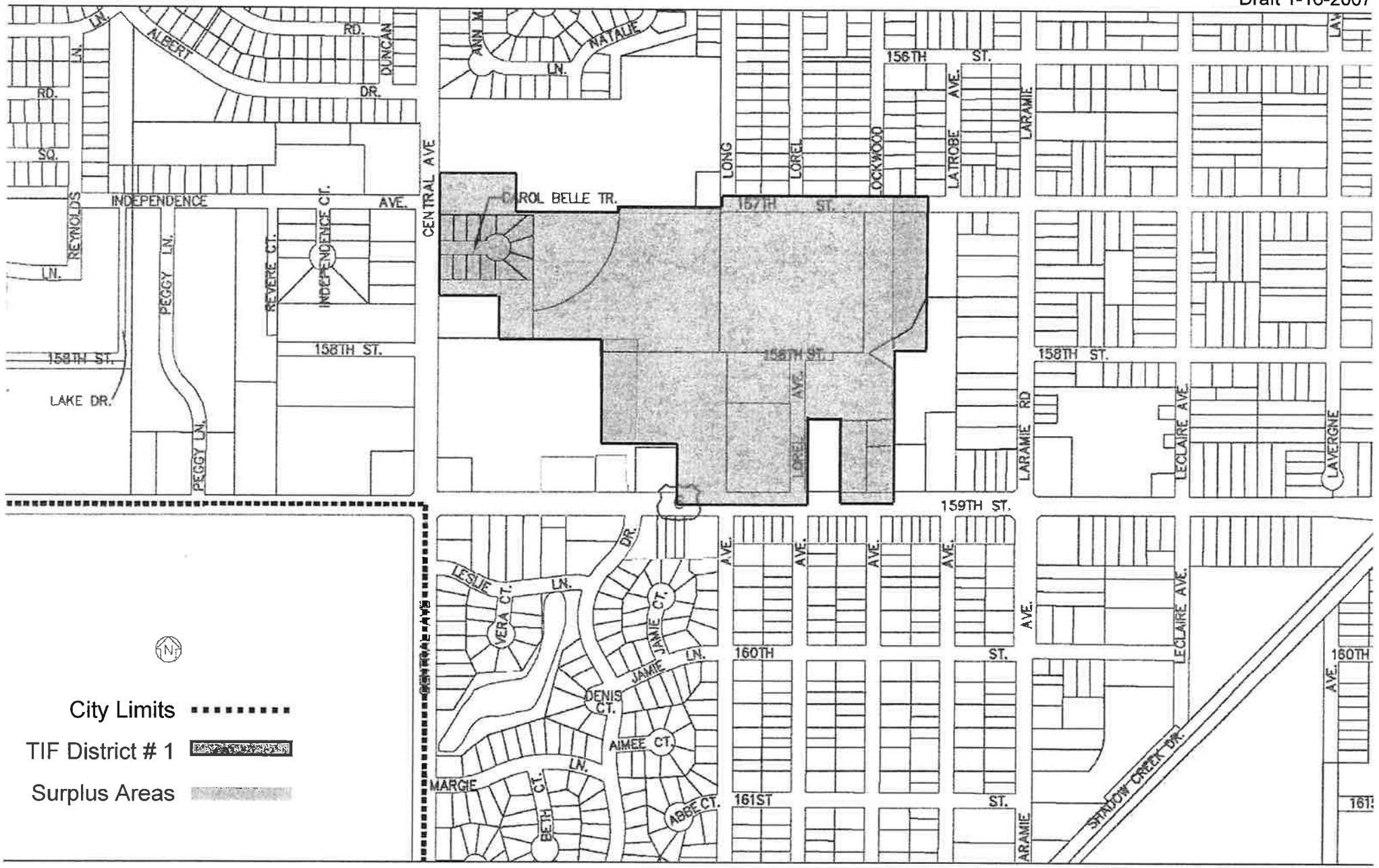

EXHIBIT 2

Recent TIF Annual Report

FY 2014
ANNUAL TAX INCREMENT FINANCE REPORT

STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Name of Municipality:	Oak Forest	Reporting Fiscal Year:	2014
County:	Cook	Fiscal Year End:	04 / 31 /2014
Unit Code:	016/405/30		

TIF Administrator Contact Information

First Name:	Colleen	Last Name:	Julian
Address:	15440 S. Central Avenue	Title:	Finance Director
Telephone:	708/687-4050	City:	Oak Forest Zip: 60452-2195
Mobile		E-mail	Cjulian@OAKFOREST.ORG
Mobile Provider		Best way to contact	___x___ Email ___x___Phone _____Mobile _____Mail

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of Oak Forest

Is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Colleen M Julian — 12/19/14

Written signature of TIF Administrator — Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated	Date Terminated
Oak Forest TIF No. 1	12/16/1986	

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2014

Name of Redevelopment Project Area:	TIF No. 1
Primary Use of Redevelopment Project Area*:	Combination/Mixed
If "Combination/Mixed" List Component Types:	Retail. Comm'l. Resident.
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act __x__	**Industrial Jobs Recovery Law ____**

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment labeled Attachment A**	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6 22 (d) (3)] **Please enclose the CEO Certification labeled Attachment B**		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] **Please enclose the Legal Counsel Opinion labeled Attachment C**		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] **If yes, please enclose the Activities Statement labeled Attachment D**		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] **If yes, please enclose the Agreement(s) labeled Attachment E**		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] **If yes, please enclose the Additional Information labeled Attachment F**	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] **If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G**	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] **If yes, please enclose the Joint Review Board Report labeled Attachment H**		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] **If yes, please enclose the Official Statement labeled Attachment I**		X
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] **If yes, please enclose the Analysis labeled Attachment J**	X	
Cumulatively, have deposits equal or greater than $100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) **If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K**		X
Cumulatively, have deposits of incremental revenue equal to or greater than $100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] **If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L**		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] **If yes, please enclose list only of the intergovernmental agreements labeled Attachment M**	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
Provide an analysis of the special tax allocation fund.

FY 2014
TIF NAME: Oak Forest TIF No. 1

Fund Balance at Beginning of Reporting Period $ 690,401

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	$ 102,315	$ 1,556,771	46%
State Sales Tax Increment			0%
Local Sales Tax Increment		$ 3,557	0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 1,815	$ 51,369	2%
Land/Building Sale Proceeds		$ 267,087	8%
Bond Proceeds	$ 1,500,000	$ 1,500,000	44%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)	$ 3,850	$ 35,930	1%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period $ 1,607,980

Cumulative Total Revenues/Cash Receipts $ 3,414,714 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) $ 1,748,575

Distribution of Surplus

Total Expenditures/Disbursements $ 1,748,575

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS $ (140,595)

FUND BALANCE, END OF REPORTING PERIOD* $ 549,806

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) $ (1,745,194)

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2014

TIF NAME: Oak Forest TIF No. 1

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
TIF Administration	236,946	
		$ 236,946
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
		$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		$ -

SECTION 3.2 A		
PAGE 2		
7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
Debt service and fiscal charges	11,629	
Bond Refinancing	1,500,000	
		$ 1,511,629
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
		$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		$ -
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		$ -

SECTION 3.2 A		
PAGE 3		
14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -

TOTAL ITEMIZED EXPENDITURES		$ 1,748,575

Section 3.2 B

FY 2014

TIF NAME: Oak Forest TIF No. 1

List all vendors, including other municipal funds, that were paid in excess of $10,000 during the current reporting year.

_____ **There were no vendors, including other municipal funds, paid in excess of $10,000 during the current reporting period.**

Name	Service	Amount
Manhard Consulting LTD.	Professional services	$ 9,213.31
Net3	TIF reimbursements	$ 100,000.00
SSMMA - Bank of New York	Interest Expense	$ 11,628.55
SSMMA	Bond Refinancing- debt service and principal	$ 1,500,000.00

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2014

TIF NAME: Oak Forest TIF No. 1

FUND BALANCE, END OF REPORTING PERIOD	$ 549,806

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Fifth Third Bank	$ 1,500,000	$ 1,500,000
Total Amount Designated for Obligations	$ 1,500,000	$ 1,500,000

2. Description of Project Costs to be Paid		
TIF Administration		$ 10,000
LA Fitness Reimbursements		$ 785,000

Total Amount Designated for Project Costs	$ 795,000
TOTAL AMOUNT DESIGNATED	$ 2,295,000
SURPLUS*/(DEFICIT)	$ (1,745,194)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2014

TIF NAME: Oak Forest TIF No. 1

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

__X___ No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)
PAGE 1

FY 2014

TIF NAME: Oak Forest TIF No. 1

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			2
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	$ 7,650,000	$ -	$ 500,000
Public Investment Undertaken	$ 785,000	$ -	$ -
Ratio of Private/Public Investment	9 38/51		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE			
Shopping Center - portion in TIF 1			
Private Investment Undertaken (See Instructions)	$ 500,000		$ 500,000
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2:			
LA Fitness			
Private Investment Undertaken (See Instructions)	$ 7,150,000		
Public Investment Undertaken	$ 785,000		
Ratio of Private/Public Investment	9 4/37		0

Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of complete TIF report

SECTION 6

FY 2014

TIF NAME: Oak Forest TIF No. 1

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
1986	$ 537,751	$ 1,918,035

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

__X__ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
Surplus payment	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

Optional Documents	Enclosed	
Legal description of redevelopment project area		
Map of District		

Re: City of Oak Forest TIF No. 1

I, Henry L. Kuspa, the duly elected Chief Executive Officer of the City of Oak Forest, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the City complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning May 1. 2013 and ending April 30, 2014.

Hy L. Kuspa

Mayor

DEC 9, 2014

Date

KTJ
KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

DD 312 984 6421

RE: Oak Forest TIF No. 1 Redevelopment Project Area (Date Designated 12/16/86; extended 2007) - Opinion of Legal Counsel

DATE: December 22, 2014

FROM: Klein, Thorpe & Jenkins, Ltd.

This opinion is being provided pursuant to the Tax Increment Allocation Redevelopment Act, specifically 65 ILCS 5/11-74.4-5(d)(4).

This will confirm that we are legal counsel for the City of Oak Forest, Illinois. I have reviewed all information provided to me by the City staff and consultants regarding the above designated redevelopment area in the City, and it is our opinion that the City of Oak Forest is in compliance with the applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder for the fiscal year beginning May 1, 2013 and ending April 30, 2014, to the best of my knowledge and belief. We note that our firm was not serving as legal counsel to the City when this TIF was established.

Sincerely

Scott F. Uhler
Klein, Thorpe & Jenkins, Ltd.

339281_1

Attachment D Statement setting forth all activities undertaken in furtherance of the objectives of the Redevelopment Plan, including:

A. Any project implemented during the reporting fiscal year beginning; and

B. A description of the redevelopment activities undertaken.

The City approved a redevelopment agreement and the sale of property located at 5418 W. 159th Street regarding the development of a LA Fitness facility by MD Oak Forest LLC. The project would include over $7,000,000 of private investment and City TIF reimbursement of approximately $785,000 – "pay as you go" as revenues are generated.

Attachment E Description of Agreements Regarding Property Disposition or Redevelopment

The City transferred property located at 5418 W. 159th Street and entered into a redevelopment agreement as described in the previous section with the same entity in the reporting Fiscal Year. The agreement is attached.

ORDINANCE NO. 2014-01-04810

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT WITH MD OAK FOREST, LLC

WHEREAS, the City of Oak Forest (the "CITY") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs; and

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the "TIF Act"); and

WHEREAS, pursuant to prior Ordinances adopted by the CITY, the CITY approved a tax increment redevelopment plan and project, amended in 2007, designated the tax increment redevelopment project area known as the Oak Forest 159th Street "TIF 1" (the "TIF Area"), which includes the property at 5418 S. 159th Street, Oak Forest, Illinois (the "Property"); and

WHEREAS, MD Oak Forest, LLC is the prospective purchaser of a parcel at 5418 S. 159th Street, Oak Forest, Illinois, (the "Developer") and as Developer desires to redevelop a portion of the TIF Area on the Property, on which the Developer intends to construct a health club and fitness facility and related improvements (the "Project"); and

WHEREAS, the Developer has submitted construction plans and tenant information and documentation for the construction and operation of a health club and fitness facility on the Property (the "Project") to the Mayor and City Council of the City of Oak Forest which will result in substantial development and incremental tax revenue for the Property; and

WHEREAS, the Developer has presented information to the City indicating the Project is not viable on the Property without the support of incremental property tax funding; and

WHEREAS, Developer has proposed a redevelopment property agreement for the Project within the TIF Area, which sets forth the terms and conditions for the completion of the Project on the Property, pursuant to which the Developer will proceed with the Project (the "Redevelopment Agreement"); and

WHEREAS, the Mayor and City Council of the City of Oak Forest find that the Project proposal of the Developer for the redevelopment of the Property needs TIF Area funding support from the Property and that such redevelopment is a benefit to the City and its residents; and

WHEREAS, in accordance with the TIF Act and the CITY's home rule powers it is in the best interests of the City to approve the Redevelopment Agreement, pursuant to the TIF Act.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Based upon the foregoing, and pursuant to the TIF Act, The Mayor and City Council of the City of Oak Forest hereby approve the Redevelopment Agreement between the City and MD Oak Forest LLC in substantial conformity with the document attached hereto as **EXHIBIT 1**, for the Property described therein. The Mayor and Clerk of the City of Oak Forest be and they are hereby authorized and directed to execute a final version of said Redevelopment Agreement in substantial conformity with the document attached hereto, on behalf of the CITY, and they are further authorized and directed to execute and deliver such other instruments as may be necessary or convenient to carry out the terms of said Redevelopment Agreement.

SECTION 3: 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 January, 2014, pursuant to a roll call vote as follows:

ALDERMAN	YES	NO	ABSENT	PRESENT
Clemons				
Simon				
Wolf				
Toland				
Ensing				
Keating				
Hoortsman				

TOTAL				

APPROVED by the Mayor on this 28th day of January, 2014:

Henry Kuspa
Mayor

ATTEST:

Scott Burkhardt
City Clerk

293146_1

PROPERTY ADDRESS:
5418 W. 159th Street
Oak Forest, IL 60452

Permanent Index Number(s):

_____

_____

RETURN TO:
City Clerk
City of Oak Forest
15440 S. Central Avenue
Oak Forest, Illinois 60452

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into this_____day of _____, 2014, between the **City of Oak Forest**, an Illinois home rule municipal corporation, with its principal office at 15440 S. Central Avenue, Oak Forest, Illinois 60452 (hereinafter referred to as the "City") and **MD Oak Forest, LLC**, with its principal office at 2803 Butterfield Road, Suite 300, Oak Brook, Illinois 60523 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the Developer has proposed a redevelopment in the Oak Forest TIF1 Area coordinated with the City's redevelopment project known as the TIF District (hereinafter referred to as the "Project") in an area located in the City (hereinafter referred to as the "Project Area") which entails the construction of a full service health club with fitness center and associated improvements on property commonly known as 5418 W. 159th Street; and

WHEREAS, as of the date of this Agreement there has been prepared and approved by the City Council in the year 2007 an Amended Redevelopment Plan for the Redevelopment Project Area (which Plan is hereinafter referred to as the "Redevelopment Plan"); and

WHEREAS, the Developer has acquired or will acquire certain real property owned by the City in the Project Area (which real property is collectively referred to herein as the "Project Area" and is shown on the attached Exhibit B); and

WHEREAS, the Developer and the City have entered into or will enter into a Purchase and Sale Agreement whereby the City agrees to sell and Developer agrees to purchase the Property and

nothing in this Redevelopment Agreement shall be considered to alter, revise or change any of the rights and obligations set forth in that Purchase and Sale Agreement or the obligation to complete the purchase of the Property , and

WHEREAS, the Developer, whose principals have demonstrated to the City Council that it is an experienced and successful developer, has presented to the City a signed Letter of Intent to lease and a detailed plan for the construction of a full service health club with fitness center by the tenant identified in the Letter of Intent, Fitness International, LLC, which will bring substantial development and incremental tax revenue to the TIF area; and

WHEREAS, the Developer has represented and the City has concluded that, but for the support of the Redevelopment with TIF funds, the Project would not be feasible; and

WHEREAS, the City and Developer recognize that the concept presented by Developer is not an approved plan, and that the Developer will prepare and submit refined plans including, for example, types and sizes of uses, site plans and building appearances for City approval during the term of this Agreement; and

WHEREAS, the City Council has reviewed the Developer's development concept and plans for redevelopment of the Property as a full service health club with fitness center and desires to enter into this Redevelopment Agreement to allow Developer to further refine its development concept and to negotiate with the City concerning public participation in and approval of the proposed Development; and

WHEREAS, the City and Developer intend to proceed with the Development if: (i) a final development plan for the Development can be agreed upon by the City and Developer; (ii) a satisfactory agreement can be reached regarding the City's commitment for public financial assistance necessary for the Development; (iii) satisfactory financing for the Development can be secured; (iv) the economic feasibility and soundness of the Development and other necessary preconditions have been determined to the mutual satisfaction of the parties; (v) the resolution of any issues related to the Development or Project which impede, restrict, affect or interfere with the Reciprocal Easement Agreement for Oak Forest Commons, recorded in the Cook County Recorder's Office in 1996 as Document No. 96789291, as amended to the present, and (v) the Developer is able to attract and contract with end users for purchase or leasing of the Development; and

WHEREAS, the parties recognize that the final Development plan will be dynamic in its development based upon quality proposals for development by individual parcel users on a parcel by parcel basis, all consistent with the original TIF District redevelopment plan and TIF District amended redevelopment plan, providing for the use and development of the Property as a full service health club with fitness center.

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the City for consideration and review, the Corporate Authorities have taken all actions required to be

taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms herein, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, this Agreement has been submitted to the Developer and its Affiliates for consideration and review, the Developer having taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree that:

SECTION 1: RECITALS INCORPORATED.

1. The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Section 1.1 by reference.

SECTION 2: DEFINITIONS.

"Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, et seq., as amended.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Certified Total Project Costs" means the final project costs certified to the City, and confirmed by the City in writing, to the Developer, following the completion of the Development and the Project, and prior to issuance of the certificate of occupancy.

"Change in Law" means the occurrence, after the Effective Date, of an event described in section (a) below, provided such event materially changes the costs or ability of the party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

(a) Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the City or with respect to those made by the City, only if they violate the terms of this Agreement); (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or

renewal thereof) necessary for the undertaking of the services to be performed under this Agreement; or (iv) the adoption, promulgation, modification or interpretation in written guideline or policy statement by a governmental agency (other than the City or with respect to those made by the City, only if they violate the terms of this Agreement).

"Commencement Date" shall mean the date the Developer commences construction of the foundations and footings for the Project.

"Completion Date" shall mean the date the City issues a certificate of occupancy for the Project.

"Corporate Authorities" means the Mayor and City Council of the City of Oak Forest, Illinois.

"Developer" means MD Oak Forest, LLC, and its successors and assigns.

"Development and/or Redevelopment" means the redevelopment of the Property located at 5418 W. 159th Street, Oak Forest, Illinois, P.I.N. _____ _____, and legally described in Exhibit B, pursuant to this Agreement, and all related construction pertaining to the initial development and improvements to be constructed.

"Effective Date" means the later date that either the Developer or the City executes this Agreement.

"Eligible Project Costs" means all facilities and improvements necessary to implement the Project, including but not limited to, acquisition of real estate, environmental remediation, mass excavation, construction of sidewalks, paving, curbing, site lighting, landscaping, utility relocation and/or extension for water, storm and sanitary sewers, electric, and gas, engineering and similar design and other professional costs provided in conjunction with constructing the legally authorized Eligible Project Costs under the Act and all related construction pertaining to the Development and improvements to be constructed in order to operate a full service health club with fitness center as set forth in Exhibit C attached hereto and made a part hereof.

"General Contractor" means the general contractor hired by the Developer for the Project.

"Incremental Property Taxes" means that portion of the ad valorem taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increases in the then current equalized assessed valuation ("EAV") of the taxable lot, block, tract or parcel of all portions of the Property over and above the total Initial EAV of the Property, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, which is attributable to the Property and includes any replacement, substitute or amended taxes.

"Initial EAV" means the equalized assessed value of the Property for the applicable tax year as certified by the County Clerk of Cook County for the purposes of establishing the base equalized assessed value for the TIF District.

"Lender Financing" means funds borrowed by the Developer from lenders, secured by the Property and used to pay for costs of the Project.

"Mayor" means the Mayor of the City of Oak Forest.

"Party" means the City and/or the Developer and their successors and/or assigns as permitted herein, as the context requires.

"Permitted Assignee" means (i) any lender providing Lender Financing; (ii) any assignee, successor or nominee of any lender providing Lender Financing in the event of a foreclosure or acceptance of a deed in lieu; (iii) a Person who has, at the time of the assignment of the rights and obligations pursuant to this Agreement: (a) not been convicted of fraud or felonious criminal conduct, and (b) has significant positive experience and reputation owning or managing, directly or indirectly through a third party management company, comparable development; and (c) is not in violation of any provision of the City Municipal Code. Any such assignment shall be made subject to the terms of this Agreement governing the terms and conditions of the Development and Project, including the continuing obligations under this Agreement which shall run with the Property until released by the City, as provided in Section 11.2 of this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"Plans" means any engineering plans, construction plans, building plans and/or site plans for the Project.

"Project" means the limited area more fully described on Exhibit C pursuant to this Agreement.

"Project Area" means the parcel legally described on Exhibit B.

"Property" means the parcel legally described on Exhibit B upon which the Project will be implemented and constructed.

"Redevelopment Project Area" means the area legally described in Exhibit A.

"Reimbursement Amount" means an amount equal to the net present value of Eligible Project Costs [such Eligible Project Costs not to exceed Seven Hundred Eighty Five Thousand and 00/100 Dollars ($785,000.00)] calculated at a seven percent (7%) discount rate.

"Special Tax Allocation Fund" means the separate City account into which the Incremental Property Taxes and other incremental taxes generated within the TIF District are, from time to time, deposited.

"State" means the State of Illinois.

"TIF District" means the City of Oak Forest TIF1 Area Redevelopment Project Area in the City legally described in Exhibit A.

"TIF Ordinances" means those Ordinances referenced in the Recitals above.

"Uncontrollable Circumstances" means any event which:

(a) is beyond the reasonable control of and without the fault of the Party relying thereon: and

(b) is one or more of the following events:

(i) a Change in Law;

(ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;

(iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of nature;

(iv) governmental condemnation or taking other than by the City;

(v) strikes, labor disputes or work stoppages;

(vi) unreasonable delay in the issuance of building or other permits or approvals by the City or other governmental authority having jurisdiction;

(vii) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;

(viii) unknown or unforeseeable geo-technical or environmental conditions;

(ix) major environmental disturbances;

(x) vandalism; or

(xi) terrorist acts.

Uncontrollable Circumstances shall not include: economic hardship; unavailability of materials (except as described in b(vii) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day.

Except for a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond the Developer's control" if committed, omitted or caused by the Developer, or the Developer's employees, officers or agents or a subsidiary, affiliate or parent of the Developer, or by any corporation or other business entity that holds a controlling interest in the Developer, whether held directly or indirectly.

"City" means the City of Oak Forest, Illinois, an Illinois home rule municipal corporation.

SECTION 3: CONSTRUCTION OF AGREEMENT.

1. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

3.1.1. **Definitions.** Definitions include both singular and plural.

3.1.2. **Pronouns.** Pronouns include both singular and plural and cover all genders.

3.1.3. The word "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

3.1.4. **Headings.** Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

3.1.5. **Exhibits.** All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the exhibits shall control. The following list of exhibits are attached to this Agreement and incorporated herein:

Exhibit A:	Legal Description of TIF District
Exhibit B:	Legal Description of Property
Exhibit C:	Project Description/Request for Assistance
Exhibit D:	Site Plan for the Project

3.1.6. Any certificate, letter or opinion required to be given pursuant to this

Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and other documents means that such shall be in writing whether or not a written document is specifically mentioned in the context of use.

3.1.7. The City's Mayor shall be deemed the Authorized City Representative, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, request, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by this Agreement. The Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City. The City shall have the right to change its Authorized City Representative by providing the Developer with written notice of such change which notice shall be sent in accordance with Section 16.5 of this Agreement.

3.1.8. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Developer in a different manner, the Developer hereby designates David P. Bossy and/or Patrick F. Daly as its authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being an "Authorized Developer Representative"). The Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change which notice shall be sent in accordance with Section 16.5 of this Agreement.

SECTION 4: CITY AND DEVELOPER COOPERATION.

1. **Cooperation**. The City and the Developer agree to cooperate in implementing the Project in accordance with the parties' respective obligations set forth in this Agreement and specific approvals by the City now or in the future of the Plans for the Property and Project and any applicable permits. This cooperation shall include but not be limited to any approvals, changes, site design, ingress and egress or grants of easement for the Property or Project, that are related to the existing Reciprocal Easement Agreement for Oak Forest Commons, recorded in the Cook County Recorder's Office in 1996 as Document No. 96789291, as amended to the present, and any future public improvements to be completed and/or dedicated to the City.

2. **Further Assistance and Corrective Instruments**. The City and the Developer shall from time to time execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and with the City's and the Developer's sound legal discretion.

3. **Governmental Approvals**. The City agrees to cooperate with the Developer and/or its tenant(s) in the Developer's [and/or its tenant(s)] attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the City and upon request of the Developer, will promptly execute any applications or other documents which the Developer and/or its tenant(s) intends to file with such other governmental or quasi-governmental entities with respect to the Project. The City shall further promptly process, and consider reasonable requests of the Developer and/or its tenant(s) for relief or variances from any City ordinances; applicable demolition permits; building permits; driveway permits; curb cuts or other permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer and/or its tenant(s) providing all required and requested documentation including but not limited to engineering reports, calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and also all City ordinances and codes, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction. The City agrees to perform any inspections necessary for a certificate of occupancy and take all other actions necessary for the issuance of such certificate within ten (10) business days of a request for such inspections. If the City is not able to issue the certificate of occupancy, it shall provide the Developer of a detailed list of such actions that are necessary for issuance of the certificate of occupancy. After the Developer and/or its tenant(s) has taken such actions, the City shall re-inspect the Project within three (3) business days after receiving a request for re-inspection. The City and Developer agree that the actions and cooperation herein are required to be and shall be in full compliance with all legal requirements and procedures.

SECTION 5: REDEVELOPMENT OF THE PROPERTY.

1. **General Redevelopment**. The Developer agrees to apply for, or cause to be applied for, and diligently pursue, or cause to be diligently pursued, all necessary permits and approvals from all governmental agencies having applicable jurisdiction over the Project as may be required to commence construction of the Project and related infrastructure and improvements within six (6) months of the Effective Date. Within thirty (30) days of receipt of all necessary permits and Lender Financing, the Developer shall commence construction of the Project and shall complete construction by the Completion Date which in no event shall be later than eighteen (18) months after the Commencement Date (the "18 Month Construction Period"); provided, however, that such eighteen (18) month period shall be extended by the City for an additional thirty (30) days for completion upon a request from the Developer for such extension. In the event of a failure by the lender providing Lending Financing, the bankruptcy of the general contractor or the bankruptcy of a prime contractor during construction, the Developer shall be granted an additional sixty (60) days to replace such lender or contractor and then complete the Project. If the Commencement Date has not occurred within twelve (12) months after the Effective Date, such failure will constitute a material breach of this Agreement and the City will have the right to terminate this Agreement. The Commencement Date shall be evidenced by written notice provided by the Developer to the City. The Developer shall

construct, or cause to be constructed, the Project in substantial conformance with the Site Plan attached hereto and made a part hereof as Exhibit D, subject to supplements, amendments and corrections submitted by the Developer and approved by the City (such approval not to be unreasonably withheld or delayed), and engineering plans and other required plans for the Project to be approved by the City. The Developer shall have no obligation to commence the Project unless and until it receives all necessary permits and closes on Lender Financing.

2. **Project Completion**. The Developer hereby certifies to the City that Incremental Property Taxes to be pledged by the City pursuant to Section 6.2 below, together with Lender Financing and equity, shall be sufficient to complete the Project. It is understood by the parties that no Incremental Property Taxes shall be paid for any costs other than the Eligible Project Costs, and that the City shall pledge and rely solely on the Incremental Property Taxes for reimbursement which shall not exceed the Reimbursement Amount. The City will not use or rely on any other revenue sources for reimbursements to the Developer.

3. **Failure to Complete**. The City and Developer have previously entered into or will enter into a Purchase and Sale Agreement whereby the City agrees to sell and Developer agrees to purchase the Property. Nothing in this Agreement shall be considered to alter, revise or change any of the rights and obligations set forth in the Purchase and Sale Agreement or the obligation to complete the purchase of the real estate therein. None of the Eligible Project Costs shall be eligible for reimbursement under this Agreement until the completion of the Project set forth in Exhibit C and issuance of the Certificate of Occupancy by the City. If the Developer fails to complete the Project in accordance with Section 5.1 and the remaining terms of this Agreement, such failure will constitute a material breach of this Agreement, no certificate of occupancy permit will be issued, and the City will have the right to terminate this Agreement, and no further City funds will be paid to the Developer. In addition, the City shall have the right, but not the obligation, to complete any public improvements associated with the Project that have been started by the Developer, and the Developer must immediately reimburse the City for all reasonable costs and expenses incurred, as evidenced by invoices and payment vouchers, in completing such public improvements. For the purposes of this Agreement, public improvements shall be improvements that are dedicated to and accepted by the City. With the conveyance of the Property to the Developer, the deed shall contain a right of reverter in the City, if the Developer defaults under this Agreement and fails to complete the Project in accordance with Section 5.1 and the remaining terms of this Agreement. The right of reverter contained in the deed shall provide that the City shall have the right to exercise the reversionary right upon written notice to Developer and recording a Notice Statement against the Property in the office of the Recorder of Deeds of Cook County evidencing the City's exercise of such reversionary right; provided, however, that the City expressly acknowledges and agrees that the City shall not exercise said right of reverter (and the Developer shall not be deemed to be in default) if the Project is under construction as of the expiration of the 18 Month Construction Period. Any and all amounts paid, or Property conveyed to Developer by the City shall be refunded to the City by the Developer, with the City having no further obligations to make any payment or reimbursement hereunder. Upon the Developer's failure to pay any amounts due the City pursuant to the preceding sentence within thirty (30) days of a written demand to pay the same, the City shall be entitled to record a lien against the Property, in the amount(s) due, and

foreclose said lien in the same manner as the foreclosure of a mortgage. Upon issuance of the certificate of occupancy the City's right of reverter shall be deemed null and void and of no further force or effect and Developer shall have the right to unilaterally record a Memorandum evidencing such termination against the Property in the office of the Recorder of Deeds of Cook County. The provisions of this subsection shall survive the termination of this Agreement.

4. **Reimbursement of Eligible Project Costs**. The City shall pay to the Developer, from the Incremental Property Taxes, as otherwise provided herein and following receipt of Developer's invoice therefor, any Eligible Project Costs documented by the Developer to have been incurred by the Developer (which documentation shall accompany each such invoice, along with proper lien waivers). Prior to the payment of any reimbursement and the issuance of a certificate of occupancy, Developer's costs must be certified to the City. Requests for reimbursement of Eligible Project Costs paid by the Developer shall be forwarded to the City's Finance Director, accompanied by a copy of the paid receipt therefor. Requests for payment of Eligible Project Costs that are to be incurred by the Developer shall be forwarded to the City's Finance Director, accompanied by the invoice relative thereto. Unless the City has good cause to believe that the Developer's invoice seeks reimbursement or payment for non-Eligible Project Costs or are not properly verified, the City shall pay such invoice within ten (10) days of the date of its receipt of same. If the City elects to withhold or deny such payment based on alleged "good cause," the City shall promptly advise the Developer in writing as to the specific basis for the City's position.

5. **Certified Total Project Costs**. During the construction of the Project and Development, Developer acknowledges that all costs for construction funded by a lender which has a mortgage or other security interest on the Project shall be funded through a construction escrow established with a Title Company licensed to do business in Illinois. The agreement establishing such construction escrow shall provide that funds shall be disbursed in draws based upon work completed and that notice of each disbursement with a copy of the draw shall be sent to the City. Following the completion of the Development and the Project, and prior to issuance of the certificate of occupancy the Developer shall also submit its final total Project costs, certified to the City. The figure shall then be confirmed by the City in writing, to the Developer. If needed, the City shall request such additional information from Developer as may be needed to confirm the Developer's Project costs, and to determine the final total Project cost.

6. **Purchase and Sale of Property**. The sale or conveyance of the Property from the City to the Developer shall be subject to the Developer providing a signed lease with the Tenant to the City and satisfactory proof of a commitment for private financing for the entire Project. The City shall transfer title to the Property to the Developer in an "as-is, where-is" condition with no environmental representations or warranties of any kind whatsoever. No later than 60 days after the Effective Date of this Agreement, the parties agree, in good-faith, to negotiate a commercially reasonable sale and purchase agreement for the sale and conveyance of the Property to the Developer for the Purchase Price of One Hundred Dollars ($100.00), with provisions to address the current Reciprocal Easement Agreement rights and obligations running with the Property, the need to resubdivide the Property, the right for a pylon sign for the

Developer, the right to inspect the Property, title insurance and survey.

7. **Compliance with Applicable Laws**. The Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the City in effect on the date that an application for a building permit and/or earth moving permit for such development or construction is filed, and from time to time during construction that are applicable, except as otherwise provided herein, and to the extent all such codes and ordinances are of general applicability to property with the City. The Developer has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental regulations and land use regulations, codes, ordinances, federal, state and local ordinances, and the like, and represents and warrants that the Project will be developed in accordance with same. All work performed at the Property will be conducted in a professional manner with a contractor licensed by the City or the State of Illinois, as required.

8. **Withholding of Permits**. The City may withhold the issuance of any permits if the Developer has failed or refused to fulfill any of its respective obligations with respect to the Property pursuant to this Agreement and the applicable provisions of the City Code. The Developer shall pay the City's permit fees and customary inspection fees.

9. **City Permits.** The Developer acknowledges and agrees that the City shall require all necessary actions for the Developer to obtain applicable permits for the construction of the Project on the Property, and the Developer shall absorb all costs and risks related to such enforcement.

10. **Progress Meetings**. The Developer shall provide reports, on request, to the Corporate Authorities and City staff and make written presentations to the Corporate Authorities and City staff as reasonably requested by the City in order to keep the City apprised of the progress of the Project construction.

SECTION 6: CITY COVENANTS AND AGREEMENTS.

1. **Initial Payment Pledge**. The City hereby pledges and agrees to pay to the Developer the Reimbursement Amount from the Special Tax Allocation fund, as follows:

6.1.1 In each year after the date upon which an occupancy permitted is granted for the health club with fitness center, during the remaining term of the TIF, one hundred percent (100%) of the Incremental Property Taxes generated and paid to the TIF arising out of the Property described on Exhibit B until the Reimbursement Amount has been paid.

6.1.2 At least annually the City shall make the applicable Incremental Property Taxes payment to the Developer on or before January 31st for each year that a payment is due. The City shall only be required to make such payment once per tax year. The City, however, may elect, in its sole discretion, to make multiple payments in any given tax year.

6.1.3 The City agrees that, during the term of this Agreement, it shall not declare any Incremental Property Taxes as surplus and it shall not disburse any surplus Incremental Property Taxes, arising out of the Property described on Exhibit B.

2. **Deposits into Special Tax Allocation Fund**. For the term of this Agreement, the City shall deposit into the Special Tax Allocation Fund all Incremental Property Taxes within five (5) business days after receipt thereof. The City agrees that the Developer shall at all times have first priority to, and first right to receive payment of, an amount equal to the Incremental Property Taxes arising out of the Property described on Exhibit B until the City has fully performed its payment obligations pursuant to this Section 6.

3. **Property Tax Reporting**. At the time of each annual payment of a Cook County Property Tax Bill for the Property by the Developer, the Developer shall file a copy of such bill and payment record with the City's Finance Director. Within five (5) days of the Finance Director's receipt of the Property tax bill and payment record, the Finance Director shall calculate and certify to the City the amount of Incremental Property Taxes due to the Developer in accordance with this Agreement.

4. **Annual Accounting and Adjustments**. Shortly after the close of each calendar year during the term of this Agreement, the City shall cause its Finance Director or other financial officer charged with responsibility for the Special Tax Allocation Fund to provide to the Developer, upon Developer's request, an account of the receipts and expenditures from the Special Tax Allocation Fund applicable to the Project at the close of the calendar year. The maximum aggregate amount of the Incremental Property Taxes payable to the Developer under this Agreement shall be equal to the Reimbursement Amount certified to the City by the Developer from time to time.

SECTION 7: DEVELOPER COVENANTS AND AGREEMENTS.

1. **Real Estate Taxes**. Both the City and the Developer, its tenants, assigns or successors shall retain all rights to analyze, challenge and appeal the assessment of taxes on the Property to any applicable taxing agency, authority or court, of competent jurisdiction; provided, however, that until such time as the Reimbursement Amount has been paid to Developer, no such party shall attempt to reduce the taxes on the Property to less than an annual amount equal to Six and 00/100 Dollars ($6.00) per square foot of gross leasable floor area of the building constructed on the Property as contemplated in Section 5.1.

2. **Prevailing Wage**. The Developer covenants and agrees to pay, and to contractually obligate and cause any general contractor, contractors and subcontractors to pay the

prevailing wage rate, as applicable for this Project, as ascertained by the Illinois Department of Labor (the "Department") for the Project. If the Department revises such prevailing wage rates, the revised rates shall apply to all such requests. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or any applicable general contractor to evidence compliance with this Section. Developer agrees to comply, or cause compliance with, all payroll reporting and recordkeeping as required by the Illinois Prevailing Wage Act, as amended.

3. **Property Acquisition**. The Developer shall provide the City with sufficient documentation regarding the acquisition of the Property for the Project.

4. **Financial Statements**.The Developer must provide the City with such Developer financial statements the City may reasonably require; provided, however, the Developer may submit such financial statements as confidential business information not for disclosure under the Freedom of Information Act. In the event of a Freedom of Information Act request relating to the Project, the City shall not disclose the financial statements unless consented to by the Developer or required by law.

5. **Sale of Property/Project**. If during the life of the TIF District, and following the completion of the Project, the Property or the Project is sold to a Third Party (defined below) at a sale price which equates to a capitalization rate (*i.e.*, net income divided by the sale price) less than or equal to 7.44%, the City shall be paid from the proceeds of sale:

- Fifty percent (50%) of the proceeds representing the difference between the actual sale price and the sale price at a 7.44% cap rate (the "Excess Cap Rate Proceeds") of such sale if the sale occurs during Year 1 and 2;
- Forty percent (40%) of the Excess Cap Rate Proceeds of such sale if the sale occurs during Year 3 and 4;
- Thirty percent (30%) of the Excess Cap Rate Proceeds of such sale if the sale occurs during Year 5 and 6; and
- Twenty percent (20%) of the Excess Cap Rate Proceeds of such sale if the sale occurs during Year 7;

up to a maximum amount of three hundred twenty-six thousand seven hundred dollars (326,700.00) during any Year. The term "Year" for purposes of this subsection shall mean a 365 calendar year, with Year 1 commencing with the completion of the Project on the date of the issuance of the certificate of occupancy by the City. The City acknowledges that the provisions of this subparagraph 5 shall only apply to the initial sale of the Project to a Third Party. For purposes of this subparagraph 5 a "Third Party" shall be defined as a person, corporation, partnership, limited liability company or any other entity in which none of: (i) Developer; (ii) Developer's manager(s), members, officers, and/or directors; (iii) Developer's manager(s)' members, partners, shareholders, officers and/or directors; and/or (iv) Developer's members' members, partners, shareholders, officers and/or directors; have an ownership interest, whether direct or indirect.

SECTION 8: INDEMNIFICATION HOLD HARMLESS AND RELEASE

1. **Liability**. The Developer hereby undertakes and assumes all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature whatsoever resulting from or in connection with its construction at the Property, and the Developer shall hold harmless, indemnify and defend the City against any such losses according to the provisions of Section 8.3 below.

2. **No Liability for City Review**. The Developer acknowledges and agrees that: (i) the City is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Property; and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

3. **Indemnification**. The Developer shall indemnify, hold harmless and defend the City, its agents, officials, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, liens, including mechanic's liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the City as a consequence of this Agreement or which may in any way result therefrom, other than those indemnified matters which arise from or relate to the City's negligence or willful misconduct. The provisions of this Section and any other indemnification obligations on the part of the Developer shall survive the termination or expiration of this Agreement for a period of two (2) years. In any such action against the City, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Developer shall at its own expense, satisfy and discharge such judgment.

4. **No City Warranty or Representation – Environmental Conditions**. The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Developer Parcel, the Property, or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property or within the TIF District, that would cause or

contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar state law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property, have subsequently been removed or filled.

5. **Waiver by Developer.** Developer waives any claims against the City, and its members and officials, for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the land comprising the Property.

6. **Costs and Attorney's Fees.** The non-prevailing party shall indemnify the prevailing party for any costs, including reasonable attorney's fees, in enforcing the provisions of this Agreement.

7. **Enforcement of Agreement.** The provisions of this Agreement shall be enforceable in any action in law or in chancery. The Parties hereto agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

8. **Enforcement of City Code.** Nothing contained in this Agreement shall be construed as a prohibition or limitation on the City's right to enforce any and all applicable City regulations, ordinances and Code provisions with respect to the Property and the construction permitted pursuant to this Agreement.

SECTION 9: REPRESENTATIONS AND WARRANTIES OF DEVELOPER.

1. **Organization and Authorization.** The Developer is an Illinois limited liability company duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement. As of the Effective Date, the Developer is solvent, able to

pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Developer's knowledge as of the Effective Date, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project.

2. **Non-Conflict or Breach**. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

3. **Financial Resources**. As of the Effective Date, the Developer has or will have sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement, other than those future obligations as set forth herein.

4. **Developer Existence**. The Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and good standing in whatever states it may operate, so long as this Agreement is in effect or the Developer has any remaining obligation pursuant to the terms of this Agreement. In the event that the Developer changes its state of organization, it shall provide notice of such change to the City in accordance with the provisions of Section 16.5.

5. **Project Construction**. The Developer shall diligently pursue obtaining all required permits and the Developer shall cause construction of the Project on the Property to be prosecuted and completed pursuant to the terms hereof with due diligence, in good faith, and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement.

6. **Environmental Matters**. The Developer represents and warrants to the City that, prior to the date that Developer acquires the Property, the Developer will review or conduct environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all environmental laws and this Agreement.

7. **No Gifts**. The Developer covenants that no officer, member, manager,

stockholder, employee or agent of Developer, or any other Person connected with the Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City.

8. **Disclosure**. Concurrently with the execution of this Agreement, the Developer shall disclose to the City the names, addresses and ownership interests of all Persons that directly own the Developer. At the time of execution of this Agreement, no change shall be made in the Persons comprising such owners of the Developer without notice to the City.

9. **Conflicts of Interest**. Pursuant to Section 5/11-74./4-4(n) of the Act, 65 ILCS 5/11-74.4-4(n), the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest in the Property, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, directly or indirectly, in the Developer's business or the Property.

10. **Assignment**. The Developer shall have the right to assign this agreement to a Permitted Assignee. A Permitted Assignee shall include successor owner or tenant of the area described in Exhibit B, or such other person approved by the City. Such approval to an assignment to such other person shall not be unreasonably withheld. Upon assignment of this Agreement, the assignor shall have no further rights or liability pursuant to this Agreement to the extent so assigned and the assignee shall assume all rights and liabilities under this Agreement that have been assigned. In the event the Developer shall sell the subject property, the Developer may elect to retain the rights to future payments reimbursement of Eligible Project Costs as provided herein.

11. **Use of City Funds**. City funds shall be used by the Developer solely to reimburse the Developer for its payment for Eligible Project Costs.

SECTION 10: REPRESENTATIONS AND WARRANTIES OF THE CITY.

1. **Organization and Authorization**. The City is an Illinois municipal corporation duly incorporated and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement.

2. **Non-Conflict or Breach**. Neither the execution and delivery of this Agreement by the City, the consummation of the transactions contemplated hereby by the City, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the City conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the City.

SECTION 11: BINDING EFFECT AND TERM.

1. **Term**. This Agreement shall be effective on the Effective Date and shall terminate on the earlier of the following to occur: (i) the date on which the Redevelopment Project Area is no longer in effect; or (ii) the date on which the final payment of Incremental Property Taxes are paid to the Developer pursuant to Section 6.1 of this Agreement. Upon the expiration of the term of this Agreement, the City shall provide to the Developer at the Developer's written request, a written notice in recordable form providing that the term of this Agreement has expired. The City shall not seek to amend the scheduled Project Area TIF termination date to an earlier date until the Developer has been paid the Reimbursement Amount.

2. **Covenant Running with the Land**. The parties intend that the Developer's obligation to commence and complete the Project and terms and conditions set forth in Sections 5.4, 7.1, 16.9 and 16.10 shall be covenants running with the land and shall constitute a lien against the Property enforceable by the City and shall be binding upon and inure to the benefit of the parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees provided. All other terms and conditions shall be personal to the Parties respectively and shall be enforceable in accordance with the terms of this Agreement. Upon termination of this Agreement, said covenant shall cease and be of no further force or effect without further action by the Parties.

3. **Recording of Agreement**. This Agreement shall be recorded with the office of the Cook County Recorder of Deeds at the Developer's expense.

SECTION 12: EVENTS OF DEFAULT AND REMEDIES.

1. **Developer Events of Default**. The following shall be Events of Default with respect to this Agreement:

12.1.1. If any representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Developer does not remedy the default, within thirty (30) days after written notice from the City.

12.1.2. Default by the Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement, or any other agreement, financing or otherwise, concerning the existence, structure or financial condition of the Developer and/or the Project and Property; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice.

12.1.3. Default by the Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice.

12.1.4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of one hundred and twenty (120) consecutive days.

12.1.5. The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing, or a petition is filed for bankruptcy by others and not dismissed within one hundred and twenty (120) consecutive days.

12.1.6. Failure to have funds to meet the Developer's obligations as and when needed; provided, however, that such default shall constitute an Event of Default only if the Developer does not remedy the default within thirty (30) days after written notice from the City. Opposing or contesting a bill in good faith shall not violate the foregoing.

12.1.7. The Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than sixty (60) days for any reason other than: (i) Uncontrollable Circumstances or (ii) if the Developer is ahead of its planned construction schedule to complete the Project as required by Section 5.1 of this Agreement.

12.1.8. The Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement; provided, however, that such default shall constitute an Event of Default only if the Developer does not, within thirty (30) days after written notice from the City, remedy the default.

2. **City Events of Default**. The following shall be Events of Default with respect to

this Agreement:

12.2.1. If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the City does not remedy the default, within thirty (30) days after written notice from the Developer.

12.2.2. Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an Event of Default if the City does not, within thirty (30) days after written notice from the Developer, initiate and diligently pursue appropriate measures to remedy the default.

12.2.3. Default by the City in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the City commences cure within thirty (30) days after written notice from the Developer and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.

3. **Remedies for Default**. In the case of an Event of Default hereunder:

12.3.1. The defaulting party shall, upon written notice from the non-defaulting party, pursuant to Section 16.1 of this Agreement, take immediate action to cure or remedy such Event of Default. If, in such case, any Event of Default is not cured within the applicable cure period, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

12.3.2. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the City shall continue as though no such proceedings had been taken.

12.3.3. In the case of an Event of Default by the Developer, in addition to any other remedies at law or in equity, the City shall be relieved of its obligations under this Agreement, and the City may terminate this Agreement and may suspend disbursement of City funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. Nothing contained herein shall require the repayment of any Reimbursement sums previously disbursed to the Developer.

12.3.4. In the event that either Party fails to timely perform a monetary obligation as and when required hereunder, the Party to whom funds are owed may demand payment within thirty (30) days. In the event that the Party with the monetary obligation fails to pay the amounts due within such 30-day period, such amount due shall accrue interest after the due date at a rate of one-half percent (0.5%) per month. Any such accrued interest shall be added to such outstanding amounts due and owing until paid in full and shall be included in the calculation of such amounts due.

4. **Lender Rights**

12.4.1. The City shall cooperate with the Developer and any lender providing Lender Financing to provide such information as is reasonably requested by such lender regarding the Project.

12.4.2. Upon a Developer Event of Default, the City shall promptly give any lender providing Lender Financing a notice of the Developer Event of Default (the "Default Notice"). Such lender shall have 180 days after receipt of the Default Notice to cure such default. However, with respect to any cure which requires such lender to possess and control the Property, if such lender undertakes such cure, by written notice to the City within 30 days of receiving the Default Notice, the cure period shall continue for such additional time as may reasonably be required to obtain possession and control of the Property and thereafter cure the default, but in no event shall the period from the Default Notice to completion of such cure exceed 365 days. Such lender may, upon notice to City, abandon exercise of its cure rights without liability to the City or any other party. If a lender does abandon its exercise of its cure rights, the City may suspend any payments due hereunder and/or terminate this Agreement. The City shall accept cure by such lender in fulfillment of Developer's obligations, for the account of Developer and with the same force and effect as if performed by Developer.

12.4.3. If Developer collaterally assigns this Agreement to a lender, such Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and the City shall accept such performance by any such Lender with the same force and effect as if furnished by Developer. No lender shall be liable or obligated to perform the obligations of the Developer under the Agreement unless and until such lender takes possession of the Property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate, as applicable, under this Agreement by foreclosure, or deed in lieu of foreclosure or otherwise. Further, any such lender shall have no liability for any Developer Events of Default which accrued prior to the lender taking possession of the Property. Such lender, its successors or nominees shall, however, have all rights under this Agreement and shall be liable for any obligations which arise after possession of the Property is taken under this Agreement.

SECTION 13: MAINTAINING RECORDS/RIGHT TO INSPECT

1. **Books and Records**. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the actual total cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including, but not limited to the Developer's loan statements, if any, general contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

2. **Inspection Rights**. Upon three (3) business days' notice, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the term of this Agreement; provided, however, such representative shall not interfere with any tenant's use and enjoyment of the Property and shall adhere to all Property safety rules and regulations.

SECTION 14: EFFECT OF THIS AGREEMENT.

1. The Developer and the City have previously entered into or will enter into a Purchase and Sale Agreement whereby the City agrees to sell and Developer agrees to purchase the Property. Nothing in this Agreement shall be considered to supersede, alter, revise or change any of the rights and obligations set forth in the Purchase and Sale Agreement or the obligation to complete the purchase of the real estate therein.

2. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements among the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party, except to the matters set forth in the Purchase and Sale Agreement.

3. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

SECTION 15: NON-WAIVER.

1. Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty

hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.

2. No failure or delay by a Party to exercise any right it may have by reason of the default of any other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

SECTION 16: MISCELLANEOUS

1. **Cumulative Remedies**. The parties' rights and remedies hereunder shall be cumulative, and the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies. The failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

2. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

3. **Enforceability**. This Agreement shall be enforceable by any of the parties hereto by an appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement.

4. **Severability**. If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

5. **Notices**. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, by overnight air express service, signature required, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at their respective addresses set forth below.

To the City:

Troy Ishler
City Administrator
City of Oak Forest
15440 S. Central Avenue
Oak Forest, IL 60452

With a copy to:

Scott F. Uhler
Klein Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606-2903

To the Developer: David P. Bossy
MD Oak Forest, LLC
2803 Butterfield Road, Suite 310 Oak Brook, IL 60523-1152

and

Patrick F. Daly
MD Oak Forest, LLC
2803 Butterfield Road, Suite 300
Oak Brook, IL 60523-1152

With a copy to: Alan D. Pearlman
Law Offices of Alan D. Pearlman, LLC
2803 Butterfield Road, Suite 300
Oak Brook, IL 60523-1152

16.5.1. Except as otherwise provided herein, notice served by personal delivery shall be deemed given when delivered, notice served by national overnight courier service shall be deemed given on the next business day after being deposited with a national overnight courier service, and notice served by registered or certified mail shall be deemed given on the second (2nd) business day after being deposited in the United States mail.

6. **Counterparts**. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

7. **Waiver of Trial By Jury**. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

8. **Amendments and Modifications**. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

9. **No Discrimination**. The Developer will comply with all federal, state and local laws relating to equal employment opportunity.

10. **Advertisements**. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex or natural origin.

11. **Contractors**. Any contracts made by the Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Section 16.9 and Section 16.10 above.

12. **Local Vendors and Contractors**. The Developer shall use good faith efforts to employ local vendors and contractors when economically feasible in the construction process and in the ongoing marketing and management of the Project. This includes advertising in local publications and media for available positions that are not filled by re-assignment of existing employees, notifying the City when the Developer is seeking contractors or employees.

13. **Termination**. In the event Developer or the City shall be prohibited in any material respect from performing covenants and agreements or enjoying the rights and privileges herein contained, including Developer's duty to construct the Project, by the order of any court of competent jurisdiction or in the event that all or any part of any ordinances adopted by the City in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Development, or the covenants and agreements or rights and privileges of Developer or the City, then in any such event, the party materially affected may, at its election, cancel or terminate this Agreement with respect to that portion of the Project materially affected by giving written notice thereof to the other party within sixty (60) days after such final decision or amendment. If the City terminates this Agreement, to the extent it is then appropriate, the City may also terminate its duties, obligations and liability under all or any related documents and agreements.

14. **Time is of the Essence**. Time is of the essence for this Agreement.

15. **Third Parties**. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or Developer, nor shall any provision give any third parties any rights or subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

16. **No Joint Venture, Agency or Partnership Created**. Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

17. **No Personal Liability of City Officials**. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the City, in his or her individual capacity, and no official, employee or attorney of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out the execution, delivery, and

performance of this Agreement, or any failure in connection therewith.

18. **Repealed**. To the extent that any ordinance, resolution, rule, order or provision of the City Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling to the extent lawfully permitted.

19. **Presumptions and Interpretation**. This Agreement shall be deemed to have been negotiated by and between the parties such that no presumption of draftsmanship shall inure to the detriment or benefit to either party. Moreover, this Agreement is to be liberally construed in order to give force and effect of the interest of parties to effectuate the orderly and efficient construction, completion and maintenance of the Project contemplated herein.

20. **Estoppel Certificates**. Each of the Parties hereto agrees to provide the other upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

21. **Authority to Execute**. The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. The City is a home-rule community under the law of the State of Illinois and enters into this Agreement pursuant to such authority and by exercise of its home-rule powers. The City hereby warrants and represents to the Developer that the person executing this Agreement on its behalf has been properly authorized to do so by the Mayor and City Council of the City. The Developer further represents that, (1) the Developer has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Property as set forth herein, (2) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by, as applicable, the Developer hereunder will (i) result in a breach or default under any agreement to which the Developer is a party or to which the Developer or the Property is bound, or (ii) violate any statute, law, restriction, court order, or agreement to which the Developer, or the Property is subject.

22. **Recordation of Agreement.** The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Property in the appropriate land or governmental records. Developer shall pay the recording charges.

23. **Successors in Interest.** At any time, the Developer may assign its rights or

obligations under this Agreement for the purpose of obtaining financing for the Project or any portion thereof to any entity in which the Developer and/or its Affiliates owns a controlling interest. Developer may not otherwise assign its rights or obligations under this Agreement to any other person or entity except as set forth in subparagraph 26 below.

24. **No Personal Liability of Officials of City or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, City Administrator, any elected official, officer, partner, member, director, agent, employee or attorney of the City or Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

25. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

26. **Assignment.** This Agreement and the rights and obligations hereunder, may not be assigned by Developer prior to completion of the Project (as evidenced by issuance of certificate(s) of occupancy for the entire Project by the City to the Developer) unless the City in the exercise of its sole and absolute discretion consents in writing to such assignment. After the issuance of the aforesaid certificate(s) of occupancy by the City, the Developer shall have the right to assign this Agreement and its rights and obligations hereunder, subject to the consent in writing of the City, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the City's right to consent to an assignment shall expire ten (10) years from the Effective Date.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY OF OAK FOREST

By: _____
Henry Kuspa, Mayor

Attest:

By: _____
Scott Burkhardt, City Clerk

State of Illinois)
) ss
County of Cook)

The foregoing instrument was acknowledged before me by Henry Kuspa, Mayor, and Scott Burkhardt, City Clerk, this_____day of_____, 2014.

- SEAL-

_____
Notary Public

MD OAK FOREST, LLC

By: _____
Name: _____
Its: _____

State of Illinois)
) ss
County of_____)

The foregoing instrument was acknowledged before me by MD Oak Forest, _____, Manager of MD Oak Forest, LLC this_____day of_____, 2014.

- SEAL-

_____
Notary Public

This instrument was prepared by Alan D. Pearlman, Law Offices of Alan D. Pearlman, LLC, 2803 Butterfield Road, Suite 300, Oak Brook, IL 60523

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH 64.50 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 LYING EAST OF A LINE 895.00 FEET (AS MEASURED ALONG THE NORTH LINE OF THE SOUTH 64.50 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER) FROM THE EAST LINE OF THE WEST 50.00 FEET OF SAID SOUTHWEST QUARTER AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (EXCEPT THE SOUTH 272.30 FEET OF SAID SOUTHWEST QUARTER) AND ALSO (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES FOR 159TH STREET AND LONG AVENUE), ALL IN COOK COUNTY, ILLINOIS.

THE PARTIES ACKNOWLEDGE THAT THE LEGAL DESCRIPTION SET FORTH ABOVE SHALL BE REPLACED BY A LOT AND BLOCK LEGAL DESCRIPTION FOR THE PROPERTY IN ACCORDANCE WITH A PLAT OF SUBDVISION TO BE APPROVED BY THE CITY.

Permanent Index Numbers: _____

(Affects this and other property. New Index Numbers to be issued by the Assessor of Cook County).

PROPERTY ADDRESS: 5418 W. 159th STREET
OAK FOREST, IL

EXHIBIT C
PROJECT DESCRIPTION/REQUEST FOR ASSISTANCE

MD OAK FOREST, LLC
2803 Butterfield Road, Suite 300
Oak Brook, Illinois 60523

January _____, 2014

Hon Henry Kuspa, Mayor
City of Oak Forest 15440 S. Central Ave
Oak Forest, IL 60452

Dear Mayor Kuspa:

RE: Request for Public Assistance for full service health club with fitness center

We are writing to you to request the net present value of $785,000 in public assistance for our proposed development of a full service health club with fitness center in the City of Oak Forest.

The amount referenced above would provide assistance with approximately $ 1,200,000.00 in TIF-eligible costs, preliminary estimates of which are presented below.

Type of Expenditure	Description	Estimated Cost
Land Acquisition costs		Not included
Off-Site Improvements	Road Improvements	Not included
	Utility Relocation/Extensions	Not included
On-Site Improvements	Demolition	N/A
	Environmental Remediation – Special Waste Removal	unknown (soils investigation needed)
	Mass Excavation/Site preparation/Detention Basin	**$962,500**
	Drive/parking/sidewalks/Trash enclosure	Included in E.
	Utilities – Electric/Phone/Gas	Included in E.
	Utility Extensions/Relocation (Interior Water, Storm & Sanitary Sewer)	Included in E.
Soft Costs	Architect and Engineering Fees	**$75,000**
	Survey and Platting	Included in I.
	Development Consulting Fees	**$82,500**
	Legal and Accounting	Included in K.
	Loan Points/Fees	
	Interim Interest	
Total		**$1,200,000**

We appreciate your consideration to provide the public assistance, which will enable us to quickly move forward to put the land to productive use, create jobs within the community, generate local sales/use tax revenue, send favorable marketing signals and generate other economic activity within the community.

If you have any questions or would like to discuss the proposed project in further detail, please call us at (630) 954-7324 (Dave) or (312) 795-6126 (Pat).

Sincerely,

David P. Bossy

Patrick F. Daly

cc: Adam Dotson, City of Oak Forest

EXHIBIT D

PRELIMINARY SITE PLAN FOR THE PROJECT

Minutes of the Joint Review Board Meetings
City of Oak Forest – TIF 1, TIF 2, TIF 3, TIF 4, TIF 5
January 29, 2014
City Hall, 15440 S. Central Avenue
Oak Forest, Illinois

Meeting called to order at 3:10 p.m.

Representatives Present
City of Oak Forest
School District No. 145

Representatives Not Present
Bremen Township
Community College District No. 510
Public Member – Andrew Finberg
Cook County
School District No. 228
Acorn Library District
Oak Forest Park District
Prairie Hills School
District No. 144 (TIF No. 5)

Others Present:

Robert Rychlicki, Kane, McKenna and Associates, Inc.

TIF 1 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

Adam Dotson indicated that the City had approved the Net 3 redevelopment agreement and sold property to the Developer as part of the agreement.

TIF 2 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

City staff reported that Food 4 Less fuel station will be operational in Summer 2014. Other infill projects are under review.

TIF 3 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

Adam Dotson described City initiatives related to the Gateway Corridor for public improvements including the construction of the Train Station. In addition, the City purchased residential property at 4820 W. 157th Street for redevelopment purposes. It was noted that all three TIF districts are contiguous and are part of the City's integrated corridor planning efforts.

A motion to approve the minutes to February 20, 2013 meeting was made by School District No. 145 and seconded by the City. The motion carried.

TIF 4 Review

Robert Rychlicki reviewed the TIF report format for FY 2012 and 2013 and presented a summary of the report's sections.

Adam Dotson indicated that the City is reviewing potential commercial and mixed-use plans for the TIF and will report on progress in the upcoming annual TIF report.

TIF 5 Review – opened at 3:45 p.m.

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections.

Adam Dotson reported that the City has continued to review both commercial and industrial proposals for the area.

A motion to adjourn was made by School District No. 145, seconded by the City. The motion carried.

The meeting ended at 3:50 p.m.

Oak Forest JRB Meeting 1/29/14

Organization	Representative	Phone/Email
Oak Forest	Adam Dotson	708/444-4807 adotson@oakforest.org
Arbor Park District 145	Brian O'Keeffe	708/687-8040
Kane, McKenna	Robert Rychlicki	312/444-1702 rrychlicki@kanemckenna.com

CITY OF OAK FOREST
ANNUAL JOINT REVIEW BOARD MEETINGS

1/29/14

NAME/REPRESENTATIVE	TAXING DISTRICT AND/OR ADDRESS	PHONE # EMAIL ADDRESS	VOTING MEMBER Y/N
Brian H Okeeffe	Arbor Park SD #145	bokeeffe@arbor145.org	yes
Bob Rychlicki	Kane McKenna	rrychlicki@kanemckenna.com	N
Adam Dotson	City of Oak Forest	adotson@cityofforest.org	Y

Attachment I Summary of any obligations issued by the municipality and official statements

The City issued $1,5000,000 of General Obligation Refunding Bonds to refund an SSMMA obligation previously issued to purchase property in TIF 1 and the bond ordinance is attached

CITY OF OAK FOREST,
COOK COUNTY, ILLINOIS

ORDINANCE NO. 2013-11-0469O

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $1,500,000 PRINCIPAL AMOUNT GENERAL OBLIGATION REFUNDING BOND, SERIES 2013, OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BOND

ADOPTED BY THE MAYOR AND THE CITY COUNCIL
OF THE CITY OF OAK FOREST
THIS 26TH DAY OF NOVEMBER, 2013

Published by authority of the Mayor and City Council of the City of Oak Forest, Cook County, Illinois this 26th day of November, 2013

AM 24792630.1

ORDINANCE NO. 2013-11-04690

MINUTES of a regular public meeting of the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, held at 15440 Central Avenue, Oak Forest, Illinois, in said City at 8:00 p.m., on the 26th day of November, 2013

* * *

The Mayor called the meeting to order. Upon the roll being called by the City Clerk, the following Aldermen answered present: Clemons, Simon, Wolf, Toland, Ensing, Hartsman & Keating

and the following Aldermen were absent:

—NONE—

thereby constituting a quorum.

* * *

Other matters not pertinent to the following were discussed.

* * *

Thereupon, Alderman TOLAND presented an ordinance as follows:

ORDINANCE NO. 2013-11-0469O

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $1,500,000 PRINCIPAL AMOUNT GENERAL OBLIGATION REFUNDING BOND, SERIES 2013, OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BOND

WHEREAS, the City of Oak Forest, Cook County, Illinois (the "City"), is a home rule unit pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"), and, as such, may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, South Suburban Mayors and Managers Association ("SSMMA") has established a loan program (the "Program") in an effort to help facilitate its funding needs for participating municipal entities, in order to provide a flexible, low cost, and responsive option to traditional funding alternatives for such participating municipal entities; and

WHEREAS, pursuant to the provisions of Section 6(d) of Article VII of the Constitution, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, the City Mayor and City Council (the "Corporate Authorities"), pursuant to Ordinance No. 2010-09-0306O adopted September 14, 2010, authorized the issuance of its $1,500,000 General Obligation Bond, Series 2010 (the "Prior Bonds") which was used to pay all or a portion of the costs of acquiring a parcel of real estate to be held by the City for future development (the "Project"), and the Prior Bonds are, by their terms, subject to redemption; and

WHEREAS, the Corporate Authorities have heretofore determined and do hereby determine that it is advisable, necessary and in the best interests of the residents of the City to pay for costs of (i) currently refunding the Prior Bonds (the "Refunding") and (ii) financing costs of issuance related thereto all for the benefit of the inhabitants of the City by issuing the not to exceed $1,500,000 General Obligation Refunding Bond, Series 2013 (the "Bond") to be purchased by Fifth Third Bank, an Ohio banking corporation (the "Bank"); and

WHEREAS, the City is a member of SSMMA; and

WHEREAS, SSMMA, acting as nominee for Fifth Third Bank, an Ohio banking corporation, will purchase the Bond, and together with the proceeds of other bonds issued by other municipalities will redeem all of the $50,000,000 Revenue Bonds, Series 1989 (Homewood Pool – South Suburban Mayors and Managers Association Program) (the "Pool Bonds"), issued pursuant to that certain Trust Indenture dated as of August 1, 1989, as amended and supplemented by that certain First Supplemental Trust Indenture, dated as of August 1, 1992 (together the "Indenture") between the City and American National Bank and Trust Company of Chicago (now known as The Bank of New York Mellon Trust Company, N.A.), as Trustee (the "Trustee"); and

WHEREAS, SSMMA will enter into an Agreement with the Bank, whereby SSMMA will deposit an amount to be held by the Bank as a reserve fund (the "SSMMA Reserve Fund") for the Bond with SSMMA subrogated to the rights of the Bank under the Bond as provided in the Bond Order (as hereinafter defined) to the extent the SSMMA Reserve Fund is used to pay principal or interest on the Bond; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. **Definitions.** In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

"Bank" means Fifth Third Bank, an Ohio banking corporation, Cincinnati, Ohio.

"Bond" means the not to exceed $1,500,000 General Obligation Refunding Bond, Series 2013, authorized to be issued by this Ordinance, and any Bond issued in exchange therefor pursuant to Section 5 or 6 hereof.

"Bond Register" means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bond.

"Bond Registrar" means the Treasurer of the City.

"Credit Enhancers" means the Credit Issuer and the Bank and the term

"Paying Agent" means the Treasurer of the City.

Section 2. **Incorporation of Preambles.** The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 3. **Authorization.** It is necessary and in the best interest of the City to participate in the Program and make certain covenants in connection therewith, to pay, or reimburse the City for the payment of, the costs of the Project, including all related costs and expenses incidental thereto, and to borrow money and issue the Bond for such purposes. The Corporate Authorities hereby find that the City is authorized to issue its general obligation refunding bond in an amount not to exceed $1,500,000 for the purpose of paying, or reimbursing the City for the payment of, the cost of the Project.

Section 4. **Bond Details.** There shall be borrowed on the credit of and for and on behalf of the City an amount not to exceed $1,500,000 for the payment, or reimbursing the City for the payment, of the cost of the Project and the Bond shall be issued in said amount and shall be designated "General Obligation Refunding Bond, Series 2013." The Bond shall be dated the date of initial delivery (the "Dated Date"), and shall also bear the date of authentication thereof. The Bond shall be in fully registered form, shall be numbered in such fashion as shall be determined by the Bond Registrar and the principal amount thereof shall become due and payable in installments on the fifteenth day of June of each year, commencing on June 15, 2014, as set forth in the Notification of Sale and Bond Order (the "Bond Order") which Bond Order may contain all other required terms and matters necessary for the closing and issuing of the Bond, including without limitation, those terms and matters specifically provided for herein.

The unpaid principal amount of the Bond shall bear interest from time to time from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the full principal amount of such Bond is paid or duly provided for, such interest being payable on the 15th day of each month, commencing on the fifteenth day of such month as provided in the Bond Order. The principal of and interest on the Bond are payable in lawful money of the United States of America at the principal corporate trust office of the Paying Agent; provided that payment of interest on the Bond shall be made to the owner thereof by check or draft mailed by the Paying Agent to such owner at the address of such owner as it appears on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such owner. At the option of the owner of the Bond, the principal of and interest on the Bond may be transferred by electronic transfer of immediately available funds to such owner pursuant to a written agreement between the owner and the Paying Agent.

The seal of the City shall be affixed to or printed on the Bond, and the Bond shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bond shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City for the Bond and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on the Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar.

Section 5. **Registration of Bond; Persons Treated as Owners.** The City shall cause the Bond Register to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for this issue. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of the Bond.

The Bond may be transferred or exchanged in the manner and subject to the limitations as set forth in this Ordinance. The Bond may be transferred to any Credit Enhancer as provided in the Indenture and in addition may be transferred to any other transferee if there is delivered to

the City contemporaneously with such transfer an opinion of counsel experienced in securities laws matters to the effect that the Bond may be transferred to the intended transferee without registration under the Securities Act of 1933, as amended, or any applicable state laws and regulations or that the Bond has been registered thereunder.

Upon surrender for transfer of the Bond at the principal corporate trust office of the Bond Registrar duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate date and deliver in the name of the transferee a new fully registered Bond of like tenor of the same maturity, bearing the same interest rate, of authorized denomination, and for a like aggregate principal amount.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, that the principal amount of the Bond authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of the Bond less the principal amount of the Bond which has been paid.

The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of the Bond, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other

governmental charge that may be imposed in connection with any transfer or exchange of the Bond except in the case of the issuance of a Bond for the unredeemed portion of the Bond surrendered for redemption.

Section 6. **Redemption.** The principal installments of the Bond are subject to redemption and prepayment at the option of the City in whole or in part, from any available funds on any date, and if in part, in inverse order of maturity of the installments of principal, at the redemption price of par plus accrued interest to the date fixed for redemption, as provided in the Bond Order.

Unless waived by the Bondholders, notice of any such redemption shall be given by the City by mailing the redemption notice by registered or certified mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to the Bank at the respective addresses set forth in Section 13.06 of the Indenture or at such other address as is furnished in writing by any such party to the City.

All notices of redemption shall include at least the information as follows:

(1) the redemption (prepayment) date;

(2) the redemption price (par); and

(3) if less than all of the outstanding principal amount of the Bond is to be redeemed, the identification of the installments of principal to be redeemed.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the installments of principal which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the installments of principal so to be redeemed shall, on the redemption date, become due and payable at the redemption price

therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such installments of principal of the Bond shall cease to bear interest. Such notice may be waived in writing by any party required to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of the Bond for redemption in accordance with said notice, such installments of principal of the Bond shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Bond, there shall be prepared for the registered owner a new Bond in the amount of the unpaid principal reflecting the principal amortization schedule resulting from such redemptions.

If any installment of principal of the Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. **Form of Bond.** The Bond shall be prepared in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

(Form of Bond)

REGISTERED NO. _____

REGISTERED AMOUNT $1,500,000

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF OAK FOREST

GENERAL OBLIGATION REFUNDING BOND

SERIES 2013

Dated Date: _____, 2013

Registered Owner: South Suburban Mayors and Managers Association, as nominee for Fifth Third Bank, an Ohio banking corporation

Principal Amount: _____ DOLLARS

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of the Oak Forest, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the fifteenth day of June of each year, commencing on December 15, 2014, installments of the following principal amounts:

Principal Payment Date	Principal Payment

The principal of and interest on this Bond are payable in lawful money of the United States of America at the principal corporate trust office of the City Treasurer (the "Paying Agent"); provided that payment of interest on this bond shall be made to the Registered Owner hereof by check or draft mailed by the Paying Agent to such Registered Owner at the address of such Registered Owner as it appears on the registration books of the City kept by the City Treasurer (the "Bond Registrar") or at such other address as is furnished to the Paying Agent in writing by such Registered Owner.

[2] This Bond is issued by the City for the purpose of paying the costs of refunding the City's $1,500,000 General Obligation Bond, Series 2010, which was used to pay all or a portion of the costs of acquiring a parcel of real estate to be held by the City for future development, pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and in compliance with the Bond Ordinance.

[3] The principal installments of the Bond are subject to redemption and prepayment at the option of the City, in whole or in part, from any available funds, on any date, and if in part, in inverse order of maturity of the installments of principal, at the redemption price of par plus accrued interest to the date fixed for redemption, provided that notice thereof is given pursuant to the Bond Ordinance.

[4] THIS BOND MAY BE TRANSFERRED OR EXCHANGED IN THE MANNER AND SUBJECT TO THE LIMITATIONS AS SET FORTH IN THE BOND ORDINANCE.

[5] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or an account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[6] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including this Bond, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[7] The City has designated the Bond as a qualified tax-exempt obligation to qualify the Bond for the $10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

[8] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said City of Oak Forest, Cook County, Illinois, by its Mayor and City Council, has caused its corporate seal to be affixed hereto or imprinted by facsimile hereon or hereunto affixed, and this bond to be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, all as of the Dated Date identified above.

Mayor

[SEAL]

ATTEST:

City Clerk

Date of Authentication: NOV. 26, 2013

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
City Treasurer of the City of Oak Forest, Cook County, Illinois

This Bond is the Bond described in the within mentioned ordinance and is the General Obligation Refunding Bond, Series 2013, of the City of Oak Forest, Cook County, Illinois.

City Treasurer of the City of Oak Forest, Cook County, Illinois

ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfers unto _____

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. **Sale of Bond.** The Bond shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon, be deposited with the Treasurer of the City, and be by said Treasurer delivered to the purchaser thereof, namely, SSMMA, as nominee for the Bank, upon receipt of the purchase price thereof, the same being $1,500,000; the contract for the sale of the Bond heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that said contract is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bond. The Mayor and the Treasurer of the City are each hereby authorized to execute and deliver said contract.

Section 9. **Tax Levy.** In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bond at an estimated interest rate of 1.50% per annum promptly when and as it falls due, together with amounts payable under Sections 18 and 20 of this Ordinance, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the City a direct annual tax for each of the years while the Bond is outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the City the following direct annual tax which taxes are levied net of the proceeds of the Bond, along with other moneys lawfully available, being applied to the payment of principal of and interest on the Bond to and including June 15, 2024, as provided in the Bond Order.

Principal or interest maturing at any time when there are not sufficient funds on hand From the foregoing tax levy to pay the same shall be paid from the general funds of the City, and

the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

Whenever other funds (including the proceeds of bonds issued to refund the Bond) are on hand and are legally available for the purpose of paying any principal of or interest on the Bond so as to enable the abatement of taxes levied for the same, such funds shall be deposited into the Bond Fund (as hereinafter defined) and the Corporate Authorities shall, by ordinance, direct the application of such funds for such purpose, and further, in and by such ordinance, shall direct the abatement of taxes by the amount so deposited. The necessary documentation shall be filed with the County Clerk of the County of Cook, Illinois, in a timely manner to effect such abatement.

The City covenants and agrees with the purchasers and the holders of the Bond that so long as the Bond remains outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy to the extent necessary to pay the Bond, and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bond.

Section 10. **Filing of Ordinance.** Forthwith upon the passage of this ordinance, the Clerk of the City is hereby directed to file a certified copy of this ordinance with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to annually in and for each of the years as provided in the Bond Order ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for years such annual tax shall be computed, extended and collected in the same manner as now or

hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "General Obligation Bond Fund (2013)" (the "Bond Fund"), which is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bond and any amounts payable under Sections 18 and 20 of this Ordinance.

Section 11. **Creation of Funds and Appropriations.** The principal proceeds of the Bond shall be deposited to the Project Fund (as defined below) and applied as described in the following paragraph. Taxes received for the payment of the Bond shall be deposited into the Bond Fund and used solely and only for paying the Bond and all amounts payable pursuant to Sections 18 and 20 of this Ordinance. Taxes deposited into the Bond Fund shall be spent in order which such taxes are collected. Interest received from deposits in the Bond Fund shall, at the discretion of the Corporate Authorities, either be transferred to such fund or funds of the City as the Corporate Authorities shall direct or be retained in the Bond Fund for payment of the principal of or interest on the Bond on the interest payment date next after such interest is received.

The remaining principal proceeds of the Bond shall be deposited into the "2013 Project Fund" (the "Project Fund"), hereby created, and disbursements shall be made from the Project Fund only for payment of costs of the Project and for which such principal proceeds are hereby appropriated. Interest received from deposits in the Project Fund shall, at the discretion of the Corporate Authorities, either be transferred to the Bond Fund for payment of the principal of or interest on the Bond on the interest payment dated next after such interest is received or for

payment of amounts payable pursuant to Sections 18 and 20 of this Ordinance or be retained in the Project Fund.

Section 12. **General Covenants.** The City covenants and agrees with the registered owner of the Bond that, so long as the Bond remains outstanding and unpaid:

(a) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Project.

(b) The City will cause to be prepared within 180 days after the close of each fiscal year of the City, so long as the Bond is outstanding, complete audited financial statements with respect to the funds and accounts of the City for the preceding Project as of the end of such fiscal year. The City will furnish a copy of such statements to the Bondholder and the Bank promptly upon receiving the same, but in no event later than 10 days after such financial statements become available. In addition the City will promptly furnish to the Bank such additional financial information as the Bank reasonably requests.

(c) The City will furnish the Bank a copy of the City's annual budget within 30 days after approval of such budget by the Corporate Authorities.

(d) Whenever the City is required to deliver financial statements under paragraph (b) of this Section 12, the City will furnish to the Bank a statement to the effect that it is in compliance (the "Compliance Certificate") with all of the terms and conditions of this Ordinance or, if that is not the case, stating the nature of the City's noncompliance and the measures taken by the City to remedy the same.

(e) The City will certify in its annual Compliance Certificate that no event has altered its home rule status.

(f) The City shall promptly give written notice to the Bank of (i) any alteration of its home rule status, (ii) any failure of the tax collection rate (determined as described below) to exceed 90% in any year, and (iii) any reduction in the City's long term bond rating by Moody's Investors Service, Inc. to a rating of less than Baa.

(g) The property tax collection rate, defined as the amount of the levy collected in one year divided by the total levy in that year, shall exceed 90% in each year.

(h) The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance and for the better assuring and confirming unto the holder of the Bond of the rights and benefits provided in this Ordinance.

Section 13. **Designation as Qualified Tax-Exempt Obligation.** The Corporate Authorities recognize that Section 265(b)(3) of the Code provides that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Corporate Authorities hereby designate the Certificate for purposes of Section 265(b)(3) of the Code as a "qualified tax-exempt obligation" as provided therein. In support of such designation, the Corporate Authorities covenant, represent and certify as follows:

(a) the Bond is not a "private activity bond" as defined in Section 141(a) of the Code,

(b) including the Bond, the City (including any entities subordinate thereto and any entities issuing obligations on behalf of the City) has not issued and will not issue in excess of $10,000,000 in tax-exempt obligations during the calendar year of issuance of the Bond;

(c) for purposes of computing the amount of tax-exempt obligations issued by the City during the calendar year of the issuance of the Bond, "qualified 501(c)(3) bonds", as defined in Section 145 of the Code, have not been and will not be taken into account; private activity bonds other than qualified 501(c)(3) bonds have been and will be taken into account, and

(d) including the Bond, the City (including any entities subordinate thereto and any entities issuing obligations on behalf of the City) has not and will not designate more than $10,000,000 of its obligations as "qualified tax-exempt obligations" during the calendar year of issuance of the Bond.

Section 14. **Registered Form.** The City agrees that it will not take any action to permit the Bond to be issued in, or converted into, bearer or coupon form.

Section 15. **List of Bondholders.** The Bond Registrar shall maintain a list of the names and addresses of the registered owner of the Bond and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

Section 16. **Duties of Bond Registrar.** If requested by the Bond Registrar, the Mayor and City Clerk of the City are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of the registered owner of the Bond as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bond as provided herein;

(d) to cancel and/or destroy a Bond which has been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of the outstanding and payments made with respect to interest on the Bond.

Section 17. **Assignment of SSMMA's Rights.** As a source of security for the Bond, SSMMA will assign to the Bank all SSMMA's rights under the Bond and the Ordinance (except for the rights of SSMMA to receive payment of expenses and indemnity against claims set forth in the Ordinance).

Section 18. **Indemnification.** To the extent permitted by law, at any time that the Bond is owned by SSMMA or the Bank (collectively, the "Indemnified Parties"), the City agrees to indemnify and hold such Indemnified Parties harmless from and against, and to pay on demand, any and all claims, damages, losses, liabilities, costs and expenses whatsoever (including without limitation any costs relating to subpoenas, discovery or other matters related to litigation arising in connection with the transactions contemplated by this Ordinance, the Bond, and the Program) which such Indemnified Parties may incur or suffer by reason of or in

connection with the Bond, this Ordinance, or the Program reasonable fees and expenses of counsel for such Indemnified Parties as to its rights and responsibilities with respect thereto and all reasonable fees and expenses, if any, in connection with the enforcement or defense of the rights of such Indemnified Parties in connection therewith or the collection of any monies due under the Bond or this Ordinance; except, only if and to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by the willful misconduct or gross negligence of the Indemnified Parties. The City, upon demand by any Indemnified Party at any time, shall reimburse such Indemnified Party for any legal or other expenses incurred in connection with investigating or defending against any of the foregoing. The obligations of the City under this Section shall survive payment of any funds due under the Bond or under this Ordinance.

Section 19. **Amount of Capital.** If any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law) or the interpretation thereof, or compliance of any Bank with such, affects the amount of capital required or expected to be maintained by such Bank or any corporation controlling such Bank and such Bank determines the amount of capital required is increased by or based upon the existence of the Bond or this Ordinance or instruments of such types, then such Bank shall from time to time notify the City of the amount required which compensates it for any reduction in the rate of return on capital to an amount below that which it could have achieved but for such change in regulation, on an after tax basis (taking into account such Bank's policies as to capital adequacy) and the basis for such Bank's determination and the City shall pay such amount to such Bank within 30 days of receipt of such notice by the City. The amount of such additional expense shall be determined by such Bank in good faith and shall be prima facie evidence of the same binding on the City absent manifest error.

Section 20. **Continuing Disclosure Undertaking.** The City shall send to the bondholder at its address shown on the Bond Registrar a copy of the City's general purpose financial statements prepared in accordance with generally accepted accounting principles applicable to governmental units and in effect from time to time within 210 days after the end of each fiscal year of the City.

Section 21. **Notice of Redemption of Pool Bonds.** The Finance Director of the City is hereby authorized to send notice of redemption to redeem the Pool Bonds pursuant to Section 6.01 of the Indenture.

Section 22. **Defeasance.** If payment or provision for payment is made, to or for the registered owner of the Bond, of the principal of an interest due and to become due on the Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar or such bank or trust company as shall be designated by the Corporate Authorities (such bank or trust company hereinafter referred to as a "Defeasance Escrow Agent"), all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of the Bond and any such payment from such moneys or obligations. The Bond shall be deemed to be paid within the meaning of this section when payment of the Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar or the Defeasance Escrow Agent, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations

of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America, or (C) instruments evidencing an ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereon as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as the Bond shall be deemed to be paid hereunder as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of the Bond and any such payment from such moneys or obligations.

Nothing in this ordinance shall prohibit a defeasance deposit of escrow securities as provided in this section from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on the defeased Bond. Amounts held by the Registrar in excess of the amounts needed so to provide for payment of the defeased Bond, as appropriate, may be subject to withdrawal by the City.

Section 23. **Publication of Ordinance.** A full, true and complete copy of this Ordinance shall be printed or published promptly after passage in pamphlet form by authority of the Corporate Authorities and shall be in full force and effect immediately and forthwith upon such publication.

Section 24. **Severability.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 25. **Repealer and Effective Date.** All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith upon its passage, approval and publication.

AYES: CLEMONS, SIMON, WOLF, TOLAND, ENSING, HARSMAN & KEATING

NAYS: -NONE-

ABSENT: -NONE-

ADOPTED: November 26, 2013

APPROVED:

Mayor, City of Oak Forest
Cook County, Illinois

ATTEST:

City Clerk, City of Oak Forest,
Cook County, Illinois

Recorded in the municipal records on November 26, 2013.

Published in pamphlet form by authority of the Corporate Authorities on November 26, 2013.

Alderman Tolland moved and Alderman Simon seconded the motion that said ordinance as presented and read by the City Clerk be adopted.

After a full and complete discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon roll being called, the following Aldermen voted AYE: Clemons, Simon, Wolf, Tolland, Ensing, Horsman & Keating.

NAY: -NONE-

Whereupon the Mayor declared the motion carried and the ordinance adopted, and approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, which was done.

* * *

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

* * *

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

Dated: 11-26-2013

AM 24792630.4

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Oak Forest, Cook County, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Mayor and City Council thereof (the "Corporate Authorities").

I do further certify that the foregoing in a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 26th day of November, 2013 insofar as the same relates to the adoption of Ordinance No 2013-11-04690 entitled;

> AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $1,500,000 PRINCIPAL AMOUNT GENERAL OBLIGATION REFUNDING BOND, SERIES 2013, OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BOND

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

I do further certify that said ordinance was published in pamphlet form on the 26th day of November, 2013, by authority of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 26th day of November, 2013.

[SEAL]

City Clerk

AM:247926030.4

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois (the "County"), and as such official I do hereby certify that on the _____ day of _____, 2013, there was filed in my office a duly certified copy of Ordinance Number 2013-____-_____:

> AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $1,500,000 PRINCIPAL AMOUNT GENERAL OBLIGATION REFUNDING BOND, SERIES 2013, OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BOND

passed by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, on the 26th day of November, 2013, and approved by the Mayor of said City, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunder affix my official signature and the seal of the County, this _____ day of _____, 2013.

_____
County Clerk of the County of Cook, Illinois

[SEAL]

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

REPORT ON COMPLIANCE
WITH PUBLIC ACT 85-1142

For the Year Ended
April 30, 2014

Sikich.

CITY OF OAK FOREST, ILLINOIS
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Members of American Institute of Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have examined management's assertion, included in its representation letter dated October 23, 2014 that the City of Oak Forest complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2014. Management is responsible for the City's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the City compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with statutory requirements.

In our opinion, management's assertion that the City of Oak Forest complied with the aforementioned requirements for the year ended April 30, 2014 is fairly stated, in all material respects.

This report is intended solely for the information and use of the City Council, management, the Joint Review Board, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
October 23, 2014

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INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information of the City of Oak Forest, Illinois as of and for the year ended April 30, 2014, which collectively comprise the basic financial statements of the City of Oak Forest, Illinois, and have issued our report thereon dated October 23, 2014, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental data as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Sikich LLP

Naperville, Illinois
October 23, 2014

SUPPLEMENTAL DATA

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING BALANCE SHEET

April 30, 2014

	TIF II Debt Service	1986 TIF	1996 TIF Bond Series	TIF III Capital Projects	2008 TIF Project	Total
ASSETS						
Cash and cash equivalents	$ 257,136	$ 656,667	$ 786,174	$ -	$ 1,133,918	$ 2,833,895
Receivables - intergovernmental	-	-	-	591,416	-	591,416
Due from other funds	-	-	-	-	238,620	238,620
TOTAL ASSETS	$ 257,136	$ 656,667	$ 786,174	$ 591,416	$ 1,372,538	$ 3,663,931
LIABILITIES AND FUND BALANCES						
LIABILITIES						
Accounts payable	$ -	$ 106,861	$ 313,227	$ 399,405	$ -	$ 819,493
Line of credit	-	-	-	902,956	-	902,956
Due to other funds	-	-	-	1,583,562	-	1,583,562
Total liabilities	-	106,861	313,227	2,885,923	-	3,306,011
FUND BALANCE						
Restricted						
Debt service	257,136	-	-	-	-	257,136
Capital projects	-	549,806	472,947	-	1,372,538	2,395,291
Unassigned	-	-	-	(2,294,507)	-	(2,294,507)
Total fund balances	257,136	549,806	472,947	(2,294,507)	1,372,538	357,920
TOTAL LIABILITIES AND FUND BALANCES	$ 257,136	$ 656,667	$ 786,174	$ 591,416	$ 1,372,538	$ 3,663,931

See accompanying notes to financial statements.

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

For the Year Ended April 30, 2014

	TIF II Debt Service	1986 TIF	1996 TIF Bond Series	TIF III Capital Projects	2008 TIF Project	Total
REVENUES						
Taxes	$ -	$ 102,315	$ 559,421	$ 48,672	$ -	$ 710,408
Charges for services	-	3,850	-	-	-	3,850
Investment income	73	1,815	2,808	-	5,188	9,884
Intergovernmental	-	-	-	2,304,400	-	2,304,400
Rental income	-	-	-	520	-	520
Total revenues	73	107,980	562,229	2,353,592	5,188	3,029,062
EXPENDITURES						
General government						
Administration	-	236,946	367,895	4,291,912	20	4,896,773
Debt service						
Principal	485,000	1,500,000	-	555,000	-	2,540,000
Interest and fiscal charges	67,810	11,629	-	307,553	-	386,992
Total expenditures	552,810	1,748,575	367,895	5,154,465	20	7,823,765
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(552,737)	(1,640,595)	194,334	(2,800,873)	5,168	(4,794,703)
OTHER FINANCING SOURCES (USES)						
Bond proceeds	-	1,500,000	-	-	-	1,500,000
Transfers in	552,345	-	-	937,378	-	1,489,723
Transfers (out)	-	-	(552,345)	-	(937,378)	(1,489,723)
Total other financing sources (uses)	552,345	1,500,000	(552,345)	937,378	(937,378)	1,500,000
NET CHANGE IN FUND BALANCES	(392)	(140,595)	(358,011)	(1,863,495)	(932,210)	(3,294,703)
FUND BALANCES, MAY 1	257,528	690,401	830,958	(431,012)	2,304,748	3,652,623
FUND BALANCES (DEFICIT), APRIL 30	$ 257,136	$ 549,806	$ 472,947	$ (2,294,507)	$ 1,372,538	$ 357,920

See accompanying notes to financial statements.

CITY OF OAK FOREST, ILLINOIS

TIF II DEBT SERVICE FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2013

BEGINNING BALANCE, MAY 1, 2013	$ 257,528
DEPOSITS AND TRANSFERS IN	
Investment income	73
Transfers in	552,345
Total deposits and transfers in	552,418
Balance plus deposits and transfers in	809,946
EXPENDITURES	
Debt service	552,810
Total expenditures	552,810
ENDING BALANCE, APRIL 30, 2014	$ 257,136

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

1986 TIF FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 690,401
DEPOSITS	
Property taxes	102,315
Charges for services	3,850
Investment income	1,815
Bond proceeds	1,500,000
Total deposits	1,607,980
Balance plus deposits	2,298,381
EXPENDITURES	
General government	236,946
Debt service	1,511,629
Total expenditures	1,748,575
ENDING BALANCE, APRIL 30, 2014	$ 549,806

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

1996 TIF BOND SERIES FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 830,958
DEPOSITS	
Property taxes	559,421
Investment income	2,808
Total deposits	562,229
Balance plus deposits	1,393,187
EXPENDITURES AND TRANSFERS OUT	
General government	367,895
Transfers out	552,345
Total expenditures and transfers out	920,240
ENDING BALANCE, APRIL 30, 2014	$ 472,947

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

TIF III CAPITAL PROJECTS FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ (431,012)
DEPOSITS AND TRANSFERS IN	
Property taxes	48,672
Intergovernmental	2,304,400
Rental income	520
Transfers in	937,378
Total deposits and transfers in	3,290,970
Balance plus deposits and transfers in	2,859,958
EXPENDITURES	
General government	4,291,912
Debt service	862,553
Total expenditures	5,154,465
ENDING BALANCE (DEFICIT), APRIL 30, 2014	$ (2,294,507)

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

2008 TIF PROJECT FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 2,304,748
DEPOSITS	
Investment income	5,188
Total deposits	5,188
Balance plus deposits	2,309,936
EXPENDITURES AND TRANSFERS OUT	
General government	20
Transfers out	937,378
Total expenditures and transfers out	937,398
ENDING BALANCE, APRIL 30, 2014	$ 1,372,538

(See independent auditor's report.)

CITY OF OAK FOREST

TAX INCREMENT FINANCING TEN YEAR STATUS REPORT
TAX INCREMENT FINANCING (TIF) DISTRICT 2

A ten year report on the status of the Redevelopment Area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared For:
City of Oak Forest, Illinois

Prepared Jointly By:
The City of Oak Forest, Illinois
And
Kane, McKenna and Associates, Inc.

TIF DISTRICT 2
Designated December 1996
First Amendment May 2004
Second Amendment 2007
Ten Year Status Report July 2015

CITY OF OAK FOREST
TEN YEAR STATUS REPORT
TIF DISTRICT 2

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I.	Revenue Generated Within RPA	3
II.	Municipal Expenditures for the RPA	4
III.	Status of Planned Activities, Goals and Objectives	5
IV.	Total Investment Within the RPA	7
V.	Other Relevant Evaluation or Performance Data	8

Exhibit 1 – TIF 2 Map

Exhibit 2 – Recent TIF Annual Report

INTRODUCTION AND BACKGROUND

Kane, McKenna and Associates, Inc. ("KMA") drafted this report at the request of the City of Oak Forest (the "City") to update the public on the status of Tax Increment District 2 ("TIF District 2", the "TIF District", or the "TIF"). In accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended, (the "Act") a ten year status report must be filed ten years after the establishment of Redevelopment Project Area. The guidelines for this report are clearly defined in the Act as follows:

> No later than 10 years after the corporate authorities of a municipality adopt an ordinance to establish a redevelopment project area, the municipality must compile a status report concerning the redevelopment project area. The status report must detail without limitation the following: (i) the amount of revenue generated within the redevelopment project area, (ii) any expenditures made by the municipality for the redevelopment project area including without limitation expenditures from the special tax allocation fund, (iii) the status of planned activities, goals, and objectives set forth in the redevelopment plan including details on new or planned construction within the redevelopment project area, (iv) the amount of private and public investment within the redevelopment project area, and (v) any other relevant evaluation or performance data. Within 30 days after the municipality compiles the status report, the municipality must hold at least one public hearing concerning the report. The municipality must provide 20 days' public notice of the hearing.[1]

The Redevelopment Project Area

The City established the Redevelopment Project Area ("RPA") in December 1996. The City amended the RPA in 2004 with the assistance of KMA. The RPA contains 37 tax parcels. The RPA is roughly bounded on the north by 158th Street, on the east by Laramie, on the south by 159th Street, on the east by Laramie, on the south by 159th Street and on the west by Central Avenue.

Initially the TIF was designated to include the former (and largely vacant) Eagle food store anchored shopping center into a new Dominick's anchored center. The City issued General Obligation bonds in order to assist in the acquisition, demolition, and site preparation of the newly constructed shopping center.

The Developer of the center provided the remaining financing estimated at over $20,000,000 to construct the remainder of the improvements.

The TIF District was amended in 204 in order to expand the TIF boundaries eastwards and to include commercial/retail frontage properties along 159th Street, as well as, to provide for amendments to the TIF budget and other components of the TIF Plan – land uses and EAV projections. In 2005 Dominick's announced the closure of the grocery store and the City worked with the property owner and Dominick's in order to secure a new tenant for the site. Food 4 Less was identified by the parties and Food 4 Less occupied the entire space once occupied by Dominick's. A new redevelopment agreement provided for a "pay as you go" arrangement utilizing TIF taxes and sales taxes to fund up to $1,800,000 of TIF eligible rehabilitation improvements.

I. Revenue Generated within RPA

Revenue Categories	Revenues
Bond Proceeds	$ 4,392,538
Incremental Property Tax	$11,671,227
Other (including sales taxes)	$ 985,561
Investment Income	$ 804,654
Total	$17,854,029

II. Municipal Expenditures for the RPA

Expenditure Categories(all amounts rounded)	**Expenditures**
Property Acquisition	$ 1,500,000
Financing Costs	$10,200,000
Economic Development Costs/Public Works	$ 2,700,000
Other	$ 2,700,000
Total	$17,100,000
Balance of Tax Allocation Fund as of 11/18/14	**$ 730,083**

III. Status of Planned Activities, Goals and Objectives

The goals and objectives for the RPA were designed by the City to conform to the Comprehensive Plan. Generally, the City designed the RPA Plan's goals and objectives to help broaden and diversify the tax base to help maintain public services in the City and strengthen its economy.

General Goals

1) To provide for implementation of economic development state strategies that benefit the City and its residents.

2) To coordinate redevelopment along major arterial roads located within the City.

3) To diversify and strengthen the property tax base of the City and other affected taxing districts.

4) To coordinate all redevelopment activities within the RPA in a comprehensive manner, avoiding land use conflicts and negative community impacts with the surrounding area residents and existing users.

5) To create a cooperative partnership between City and private sector interests existing in, or attracted to, the RPA.

Specific Objectives

1) To encourage redevelopment of the underutilized land located within the RPA.

2) Provide for the reuse of a marginally occupied shopping center and adjacent property in order to generate new tax revenues and to provide new retail services for community residents.

3) To encourage the creation of jobs within the boundaries of the City.

4) To provide such incentives as are deemed appropriate to make the cost of locating within the RPA market-competitive with other locations.

5) Assist redevelopment in any contiguous TIF districts and complement mixed use redevelopment as determined by the City.

Redevelopment Plan and Project Objectives

The City proposed to realize it goals and objectives of encouraging development of the RPA and encouraging private investment in mixed-use and commercial redevelopment projects through public finance techniques including, but not limited to, Tax Increment Financing. The City outlined the following strategies to help revitalize the RPA:

1) Implementing a plan that addressed the redevelopment costs of land acquisition and assembly, site preparation, demolition/removals, and relocation that may be necessary to attract retail/ commercial facilities to the RPA.

2) Improve public facilities that may include:

   i. Street and sidewalk improvements (including right of way construction);
   ii. Utility improvements including, but not limited to, storm water management, and sanitary sewer improvements;
   iii. Landscaping or streetscaping;
   iv. Signalization, traffic control and lighting; and
   v. Detention facilities.

3) Entering into redevelopment agreements with developers for qualified redevelopment projects.

4) Utilizing interest cost write down pursuant of the Act.

IV. Total Investment within the RPA

Investment Categories(amounts rounded)	**Investments**
Public Investment *(net of interest expense and administration)*	$ 7,150,000
Private Investment*	$25,000,000
Total	$32,150,000

V. Other Relevant Evaluation or Performance Data

Other Performance Data

Metric	Data
2013 EAV	$9,479,827*
Base EAV	$5,610,142
*Note: prior to the economic downturn, the 2008 EAV was in excess of $15,000,000.	

EXHIBIT 1

TIF 2 Map

REV. NO.	DATE	DESCRIPTION	REV. NO.	DATE	DESCRIPTION
1	3-4-04	REVISED PER CITY			
2	3-5-04	REVISED PER CITY			

* REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWINGS

BAXTER & WOODMAN Consulting Engineers

Baxter & Woodman
Crystal Lake, Illinois 815.459.1260
Burlington, Wisconsin 262.763.7824
Batavia, Illinois 708.879.2090
DeKalb, Illinois 815.787.3111

CITY OF OAK FOREST

TIF DISTRICT # 2

BOUNDARY MAP

DESIGNED BY
DRAWN BY
T.J.B.
CHECKED BY
DATE 3-18-04
SCALE AS NOTED
PROJECT NO.
SHEET NO.
1 OF 1

EXHIBIT 2

Recent TIF Annual Report

FY 2014
ANNUAL TAX INCREMENT FINANCE REPORT

STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Name of Municipality:	Oak Forest	Reporting Fiscal Year:	2014
County:	Cook	Fiscal Year End:	04 / 31 /2014
Unit Code:	016/405/30		

TIF Administrator Contact Information

First Name:	Colleen	Last Name:	Julian		
Address:	15440 S. Central Avenue	Title:	Finance Director		
Telephone:	708/687-4050	City:	Oak Forest	Zip:	60452-2195
Mobile		E-mail	Cjulian@OAKFOREST.ORG		
Mobile Provider		Best way to contact	___x___ Email _____Mobile	___x___Phone _____Mail	

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of Oak Forest

is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Colleen M Julian — 12/19/14

Written signature of TIF Administator — Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated	Date Terminated
Oak Forest TIF No. 2	9/10/1996	

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2014

Name of Redevelopment Project Area:	TIF No. 2
Primary Use of Redevelopment Project Area*:	Retail Commercial
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): **Tax Increment Allocation Redevelopment Act** __x__ **Industrial Jobs Recovery Law** _____	

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment labeled Attachment A**	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6 22 (d) (3)] **Please enclose the CEO Certification labeled Attachment B**		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] **Please enclose the Legal Counsel Opinion labeled Attachment C**		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] **If yes, please enclose the Activities Statement labeled Attachment D**		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] **If yes, please enclose the Agreement(s) labeled Attachment E**	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] **If yes, please enclose the Additional Information labeled Attachment F**	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] **If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G**	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] **If yes, please enclose the Joint Review Board Report labeled Attachment H**		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] **If yes, please enclose the Official Statement labeled Attachment I**	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] **If yes, please enclose the Analysis labeled Attachment J**	X	
Cumulatively, have deposits equal or greater than $100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) **If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K**		X
Cumulatively, have deposits of incremental revenue equal to or greater than $100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] **If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L**		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] **If yes, please enclose list only of the intergovernmental agreements labeled Attachment M**	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
Provide an analysis of the special tax allocation fund.

FY 2014
TIF NAME: Oak Forest TIF No. 2

Fund Balance at Beginning of Reporting Period $ 1,088,486

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	$ 559,421	$ 11,671,227	65%
State Sales Tax Increment			0%
Local Sales Tax Increment		$ 585,405	3%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 2,881	$ 804,654	5%
Land/Building Sale Proceeds			0%
Bond Proceeds		$ 4,392,538	25%
Transfers from Municipal Sources		$ 336,690	2%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		$ 63,515	0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period $ 562,302

Cumulative Total Revenues/Cash Receipts $ 17,854,029 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) $ 920,705

Distribution of Surplus

Total Expenditures/Disbursements $ 920,705

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS $ (358,403)

FUND BALANCE, END OF REPORTING PERIOD* $ 730,083

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) $ (384,729)

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2014
TIF NAME: Oak Forest TIF No. 2

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Administration	367,895	
		$ 367,895
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
		$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		$ -

SECTION 3.2 A		
PAGE 2		
7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
Debt Service	552,810	
		$ 552,810
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
		$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		$ -
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		$ -

SECTION 3.2 A		
PAGE 3		
14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -

TOTAL ITEMIZED EXPENDITURES		$ 820,705

Section 3.2 B

FY 2014

TIF NAME: Oak Forest TIF No. 2

List all vendors, including other municipal funds, that were paid in excess of $10,000 during the current reporting year.

_____ There were no vendors, including other municipal funds, paid in excess of $10,000 during the current reporting period.

Name	Service	Amount
Food 4 Less	Redevelopment agreement pmts.	$ 200,000.00
Food 4 Less	Redevelopment agreement pmts.	$ 113,227.00
Amalgamated Bank	Debt Service	$ 552,810.00
Manhard Consulting LTD.	Professional services	$ 38,949.50

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2014

TIF NAME: Oak Forest TIF No. 2

FUND BALANCE, END OF REPORTING PERIOD	$ 730,083

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
G.O. Bonds Series 2004B	$ 3,895,000	$ 1,114,812
Total Amount Designated for Obligations	$ 3,895,000	$ 1,114,812

2. Description of Project Costs to be Paid		
Food For Less Agreement		
Total Amount Designated for Project Costs		$ -

TOTAL AMOUNT DESIGNATED	$ 1,114,812
SURPLUS*/(DEFICIT)	$ (384,729)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2014

TIF NAME: Oak Forest TIF No. 2

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

___X__ No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)
PAGE 1

FY 2014

TIF NAME: Oak Forest TIF No. 2

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			1
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	$ 4,000,000	$ -	$ 4,000,000
Public Investment Undertaken	$ -	$ -	$ -
Ratio of Private/Public Investment	0		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE			
Foof For Less			
Private Investment Undertaken (See Instructions)	$ 4,000,000		$ 4,000,000
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of complete TIF report

SECTION 6

TIF NAME: Oak Forest TIF No. 2

TIF NAME:

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
1996	$ 5,610,142	$ 9,479,827

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

__X___ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

Optional Documents	Enclosed	
Legal description of redevelopment project area		
Map of District		

Re: City of Oak Forest TIF No. 2

I, Henry L. Kuspa, the duly elected Chief Executive Officer of the City of Oak Forest, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the City complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning May 1, 2013 and ending April 30, 2014.

Henry L. Kuspa

Mayor

DEC. 9, 2014

Date

KTJ
KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

DD 312 984 6421

RE: Oak Forest TIF No. 2 Redevelopment Project Area (Date Designated 9/10/96) - Opinion of Legal Counsel

DATE: December 22, 2014

From: Klein, Thorpe & Jenkins, Ltd.

This opinion is being provided pursuant to the Tax Increment Allocation Redevelopment Act, specifically 65 ILCS 5/11-74.4-5(d)(4).

This will confirm that we are legal counsel for the City of Oak Forest, Illinois. I have reviewed all information provided to me by the City staff and consultants regarding the above designated redevelopment area in the City, and it is our opinion that the City of Oak Forest is in compliance with the applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder for the fiscal year beginning May 1, 2013 and ending April 30, 2014, to the best of my knowledge and belief. We note that our firm was not serving as legal counsel to the City when this TIF was established.

Klein, Thorpe & Jenkins, Ltd.

Scott F. Uhler

339283_1

Attachment D Statement setting forth all activities undertaken in furtherance of the objectives of the Redevelopment Plan, including:

A. Any project implemented during the reporting fiscal year beginning; and

B. A description of the redevelopment activities undertaken.

The City has two pay-as-you-go obligations relating to annual property and sales taxes. A portion of said taxes are to be rebated to Food 4 Less dependent upon performance.

Previously, Food 4 Less had rehabilitated a vacant Dominick's store at a cost exceeding $5 million. The City is reimbursing a portion of the construction costs on an annual basis, pursuant to a redevelopment agreement.

Minutes of the Joint Review Board Meetings
City of Oak Forest – TIF 1, TIF 2, TIF 3, TIF 4, TIF 5
January 29, 2014
City Hall, 15440 S. Central Avenue
Oak Forest, Illinois

Meeting called to order at 3:10 p.m.

Representatives Present
City of Oak Forest
School District No. 145

Representatives Not Present
Bremen Township
Community College District No. 510
Public Member – Andrew Finberg
Cook County
School District No. 228
Acorn Library District
Oak Forest Park District
Prairie Hills School
District No. 144 (TIF No. 5)

Others Present:

Robert Rychlicki, Kane, McKenna and Associates, Inc.

TIF 1 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

Adam Dotson indicated that the City had approved the Net 3 redevelopment agreement and sold property to the Developer as part of the agreement.

TIF 2 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

City staff reported that Food 4 Less fuel station will be operational in Summer 2014. Other infill projects are under review.

TIF 3 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

Adam Dotson described City initiatives related to the Gateway Corridor for public improvements including the construction of the Train Station. In addition, the City purchased residential property at 4820 W. 157th Street for redevelopment purposes. It was noted that all three TIF districts are contiguous and are part of the City's integrated corridor planning efforts.

A motion to approve the minutes to February 20, 2013 meeting was made by School District No. 145 and seconded by the City. The motion carried.

TIF 4 Review

Robert Rychlicki reviewed the TIF report format for FY 2012 and 2013 and presented a summary of the report's sections.

Adam Dotson indicated that the City is reviewing potential commercial and mixed-use plans for the TIF and will report on progress in the upcoming annual TIF report.

TIF 5 Review – opened at 3:45 p.m.

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections.

Adam Dotson reported that the City has continued to review both commercial and industrial proposals for the area.

A motion to adjourn was made by School District No. 145, seconded by the City. The motion carried.

The meeting ended at 3:50 p.m.

Oak Forest JRB Meeting 1/29/14

Organization	Representative	Phone/Email
Oak Forest	Adam Dotson	708/444-4807 adotson@oakforest.org
Arbor Park District 145	Brian O'Keeffe	708/687-8040
Kane, McKenna	Robert Rychlicki	312/444-1702 rrychlicki@kanemckenna.com

CITY OF OAK FOREST
ANNUAL JOINT REVIEW BOARD MEETINGS

1/29/14

NAME/REPRESENTATIVE	TAXING DISTRICT AND/OR ADDRESS	PHONE # EMAIL ADDRESS	VOTING MEMBER Y/N
Brian H Odlcette	Arbor Park SD #145	bolcette@arbor145.org	YES
Bob Rychlicki	Kane McKenna	rrychlicki@kanemckenna.com	N
Adam Dotson	City of Oak Forest	adotson@cityofforest1.org	Y

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

REPORT ON COMPLIANCE
WITH PUBLIC ACT 85-1142

For the Year Ended
April 30, 2014

Sikich.

CITY OF OAK FOREST, ILLINOIS
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Sikich.

1415 W. Diehl Road, Suite 400
Naperville, Illinois 60563

630.566.8400 // www.sikich.com

Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have examined management's assertion, included in its representation letter dated October 23, 2014 that the City of Oak Forest complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2014. Management is responsible for the City's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the City compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with statutory requirements.

In our opinion, management's assertion that the City of Oak Forest complied with the aforementioned requirements for the year ended April 30, 2014 is fairly stated, in all material respects.

This report is intended solely for the information and use of the City Council, management, the Joint Review Board, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
October 23, 2014

Sikich®

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Naperville, Illinois 60563

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Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information of the City of Oak Forest, Illinois as of and for the year ended April 30, 2014, which collectively comprise the basic financial statements of the City of Oak Forest, Illinois, and have issued our report thereon dated October 23, 2014, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental data as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Sikich LLP

Naperville, Illinois
October 23, 2014

SUPPLEMENTAL DATA

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING BALANCE SHEET

April 30, 2014

	TIF II Debt Service	1986 TIF	1996 TIF Bond Series	TIF III Capital Projects	2008 TIF Project	Total
ASSETS						
Cash and cash equivalents	$ 257,136	$ 656,667	$ 786,174	$ -	$ 1,133,918	$ 2,833,895
Receivables - intergovernmental	-	-	-	591,416	-	591,416
Due from other funds	-	-	-	-	238,620	238,620
TOTAL ASSETS	$ 257,136	$ 656,667	$ 786,174	$ 591,416	$ 1,372,538	$ 3,663,931
LIABILITIES AND FUND BALANCES						
LIABILITIES						
Accounts payable	$ -	$ 106,861	$ 313,227	$ 399,405	$ -	$ 819,493
Line of credit	-	-	-	902,956	-	902,956
Due to other funds	-	-	-	1,583,562	-	1,583,562
Total liabilities	-	106,861	313,227	2,885,923	-	3,306,011
FUND BALANCE						
Restricted						
Debt service	257,136	-	-	-	-	257,136
Capital projects	-	549,806	472,947	-	1,372,538	2,395,291
Unassigned	-	-	-	(2,294,507)	-	(2,294,507)
Total fund balances	257,136	549,806	472,947	(2,294,507)	1,372,538	357,920
TOTAL LIABILITIES AND FUND BALANCES	$ 257,136	$ 656,667	$ 786,174	$ 591,416	$ 1,372,538	$ 3,663,931

See accompanying notes to financial statements.

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

For the Year Ended April 30, 2014

	TIF II Debt Service	1986 TIF	1996 TIF Bond Series	TIF III Capital Projects	2008 TIF Project	Total
REVENUES						
Taxes	$ -	$ 102,315	$ 559,421	$ 48,672	$ -	$ 710,408
Charges for services	-	3,850	-	-	-	3,850
Investment income	73	1,815	2,808	-	5,188	9,884
Intergovernmental	-	-	-	2,304,400	-	2,304,400
Rental income	-	-	-	520	-	520
Total revenues	73	107,980	562,229	2,353,592	5,188	3,029,062
EXPENDITURES						
General government						
Administration	-	236,946	367,895	4,291,912	20	4,896,773
Debt service						
Principal	485,000	1,500,000	-	555,000	-	2,540,000
Interest and fiscal charges	67,810	11,629	-	307,553	-	386,992
Total expenditures	552,810	1,748,575	367,895	5,154,465	20	7,823,765
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(552,737)	(1,640,595)	194,334	(2,800,873)	5,168	(4,794,703)
OTHER FINANCING SOURCES (USES)						
Bond proceeds	-	1,500,000	-	-	-	1,500,000
Transfers in	552,345	-	-	937,378	-	1,489,723
Transfers (out)	-	-	(552,345)	-	(937,378)	(1,489,723)
Total other financing sources (uses)	552,345	1,500,000	(552,345)	937,378	(937,378)	1,500,000
NET CHANGE IN FUND BALANCES	(392)	(140,595)	(358,011)	(1,863,495)	(932,210)	(3,294,703)
FUND BALANCES, MAY 1	257,528	690,401	830,958	(431,012)	2,304,748	3,652,623
FUND BALANCES (DEFICIT), APRIL 30	$ 257,136	$ 549,806	$ 472,947	$ (2,294,507)	$ 1,372,538	$ 357,920

See accompanying notes to financial statements.

CITY OF OAK FOREST, ILLINOIS

TIF II DEBT SERVICE FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2013

BEGINNING BALANCE, MAY 1, 2013	$ 257,528
DEPOSITS AND TRANSFERS IN	
Investment income	73
Transfers in	552,345
Total deposits and transfers in	552,418
Balance plus deposits and transfers in	809,946
EXPENDITURES	
Debt service	552,810
Total expenditures	552,810
ENDING BALANCE, APRIL 30, 2014	$ 257,136

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

1986 TIF FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 690,401
DEPOSITS	
Property taxes	102,315
Charges for services	3,850
Investment income	1,815
Bond proceeds	1,500,000
Total deposits	1,607,980
Balance plus deposits	2,298,381
EXPENDITURES	
General government	236,946
Debt service	1,511,629
Total expenditures	1,748,575
ENDING BALANCE, APRIL 30, 2014	$ 549,806

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

1996 TIF BOND SERIES FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 830,958
DEPOSITS	
Property taxes	559,421
Investment income	2,808
Total deposits	562,229
Balance plus deposits	1,393,187
EXPENDITURES AND TRANSFERS OUT	
General government	367,895
Transfers out	552,345
Total expenditures and transfers out	920,240
ENDING BALANCE, APRIL 30, 2014	$ 472,947

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

TIF III CAPITAL PROJECTS FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ (431,012)
DEPOSITS AND TRANSFERS IN	
Property taxes	48,672
Intergovernmental	2,304,400
Rental income	520
Transfers in	937,378
Total deposits and transfers in	3,290,970
Balance plus deposits and transfers in	2,859,958
EXPENDITURES	
General government	4,291,912
Debt service	862,553
Total expenditures	5,154,465
ENDING BALANCE (DEFICIT), APRIL 30, 2014	$ (2,294,507)

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

2008 TIF PROJECT FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 2,304,748
DEPOSITS	
Investment income	5,188
Total deposits	5,188
Balance plus deposits	2,309,936
EXPENDITURES AND TRANSFERS OUT	
General government	20
Transfers out	937,378
Total expenditures and transfers out	937,398
ENDING BALANCE, APRIL 30, 2014	$ 1,372,538

(See independent auditor's report.)

CITY OF OAK FOREST

TAX INCREMENT FINANCING TEN YEAR STATUS REPORT
TAX INCREMENT FINANCING (TIF) DISTRICT NO. 3
159th STREET/CICERO AVENUE

A ten year report on the status of the Redevelopment Area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared For:
City of Oak Forest, Illinois

Prepared Jointly By:
The City of Oak Forest, Illinois
and
Kane, McKenna and Associates, Inc.

TIF DISTRICT No. 3
Designated May 2002
Ten Year Status Report July 2015

CITY OF OAK FOREST
TEN YEAR STATUS REPORT
TIF DISTRICT NO. 3
159TH STREET/CICERO AVENUE

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EXHIBIT 1 – TIF 3 Map

EXHIBIT 2 – Recent TIF Annual Report

INTRODUCTION AND BACKGROUND

Kane, McKenna and Associates, Inc. ("KMA") drafted this report at the request of the City of Oak Forest (the "City") to update the public on the status of Tax Increment District 1 ("TIF District No. 3", the "TIF District", or the "TIF"). In accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended, (the "Act") a ten year status report must be filed ten years after the establishment of Redevelopment Project Area. The guidelines for this report are clearly defined in the Act as follows:

> No later than 10 years after the corporate authorities of a municipality adopt an ordinance to establish a redevelopment project area, the municipality must compile a status report concerning the redevelopment project area. The status report must detail without limitation the following: (i) the amount of revenue generated within the redevelopment project area, (ii) any expenditures made by the municipality for the redevelopment project area including without limitation expenditures from the special tax allocation fund, (iii) the status of planned activities, goals, and objectives set forth in the redevelopment plan including details on new or planned construction within the redevelopment project area, (iv) the amount of private and public investment within the redevelopment project area, and (v) any other relevant evaluation or performance data. Within 30 days after the municipality compiles the status report, the municipality must hold at least one public hearing concerning the report. The municipality must provide 20 days' public notice of the hearing.[1]

The Redevelopment Project Area

The City established the Redevelopment Project Area ("RPA") in May, 2003 with the assistance of KMA. The RPA contains approximately 227 tax parcels. The RPA is roughly bounded on the north by 155th Street, on the east by Cicero Avenue, on the south by 163rd Street and on the west by Laramie Avenue.

The TIF designation was part of a strategic corridor planning effort undertaken by the City including the intersection at 159th Street and Cicero Avenue – with a focus on the Metra station located at the northwest corner of said intersection. Additional redevelopment goals included the improvement of frontage properties located on the west side of Cicero Avenue as well as properties located on the north and south sides of 159th Street.

The original Gateway project as proposed involved both residential condominium components and retail/commercial properties. Due to the economic downturn, the residential project was never implemented, and only a portion of the retail was built (CVS and bank properties). The City continues to review alternatives for redevelopment as the train station construction has been undertaken.

[1] 65 ILCS 5/11-74.4-5 (i). Emphasis added.

The City also purchased property from the Arbor Park school in order to provide additional parking for the area, and has reviewed sites for infill development including residential uses north of the train station. Due to the economic downturn, values have dropped significantly and the City is reviewing options for revising the boundaries.

I. Revenue Generated within RPA

Revenue Categories	Revenues
Bond Proceeds/Transfers	$13,635,000
Incremental Property Tax	$4,022,000
Investment Income	N/A
Total	**$17,657,000**

II. Municipal Expenditures for the RPA

Expenditure Categories(all amounts rounded)	**Expenditures**
Administrative Costs/Other	$1,496,000
Property Acquisition	$2,200,000
Financing Costs	$2,265,000
Public Improvements/Train Station/Gateway Project	$12,200,000
Total	**$18,161,000**

III. Status of Planned Activities, Goals and Objectives

The goals and objectives were designed in accordance with the City's zoning ordinance and comprehensive planning process.

General Goals of the City

1. To provide for implementation of economic development and redevelopment strategies that benefits the City and its residents.

2. To provide public infrastructure improvements within the City to promote growth.

3. To encourage positive and feasible redevelopment of underutilized sites.

4. To strengthen the property tax base of the City and overlapping tax districts.

5. To create new jobs and retain existing jobs for City and area residents.

6. To coordinate all redevelopment within the City in a comprehensive manner, avoiding adjacent land use conflicts and negative community impacts.

7. To create a cooperative partnership between the City and private redevelopment entities.

Specific Objectives for the RPA

1. Promote the redevelopment of the sites adjacent to the Metra station.

2. Enhance the necessary infrastructure and creek related improvements in order to serve the parcels, and improve service to all of the parcels within the RPA.

3. Improve existing structures and uses within the RPA, including rehabilitation of structures.

4. Provide for the necessary site preparation, grading, and excavation (if necessary) of property located within the RPA.

5. Coordinate redevelopment activities within the RPA in a manner that conforms to the fiscal and economic development policies of the City and its common interests with overlapping tax districts.

6. Identify viable reuse opportunities for existing structures and for parcels within the RPA.

7. Improve roadways and coordinate access and egress within the RPA.

Redevelopment Objectives

1. Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal.

2. Reduce or eliminate factors present within the area.

3. Accomplish redevelopment over a reasonable time period.

4. Provide for high quality development within the RPA.

5. Provide for an attractive overall appearance.

Redevelopment Plan and Project Objectives

The City proposed to realize its goals and objectives of encouraging the development of the RPA and encouraging private investment through public finance including, but not limited to Tax Increment Financing.

1. By implementing a plan that provides for the attraction of investment to redevelop underutilized property and buildings that are available within the RPA.

2. By constructing improvements which may include (if necessary):
    a. Street and sidewalk improvements, including new street construction and widening current streets;
    b. Utility improvements including, but not limited to, water, stormwater management, creek mitigation, and sanitary sewer projects consisting of construction and rehabilitation;
    c. Signalization, traffic control and lighting;
    d. Off-street parking (if applicable); and
    e. Landscaping and beautification

3. By entering into Redevelopment Agreements with developers for qualified redevelopment projects, including but not limited to provision of interest rate subsidy as allowed under the Act.

4. By providing for site preparation, clearance, and demolition, including grading and excavation.

5. By the redevelopment of existing building inventory through necessary rehabilitation and improvements to structures.

6. By providing for the redevelopment of areas adjacent to the Metra station.

7. By exploration and review of job training programs in coordination with any City, federal, state, and county programs.

IV. Total Investment within the RPA

Investment Categories	Investments
Public Investment *(excluding interest and administrative costs)*	$
Private Investment	$
Total	$

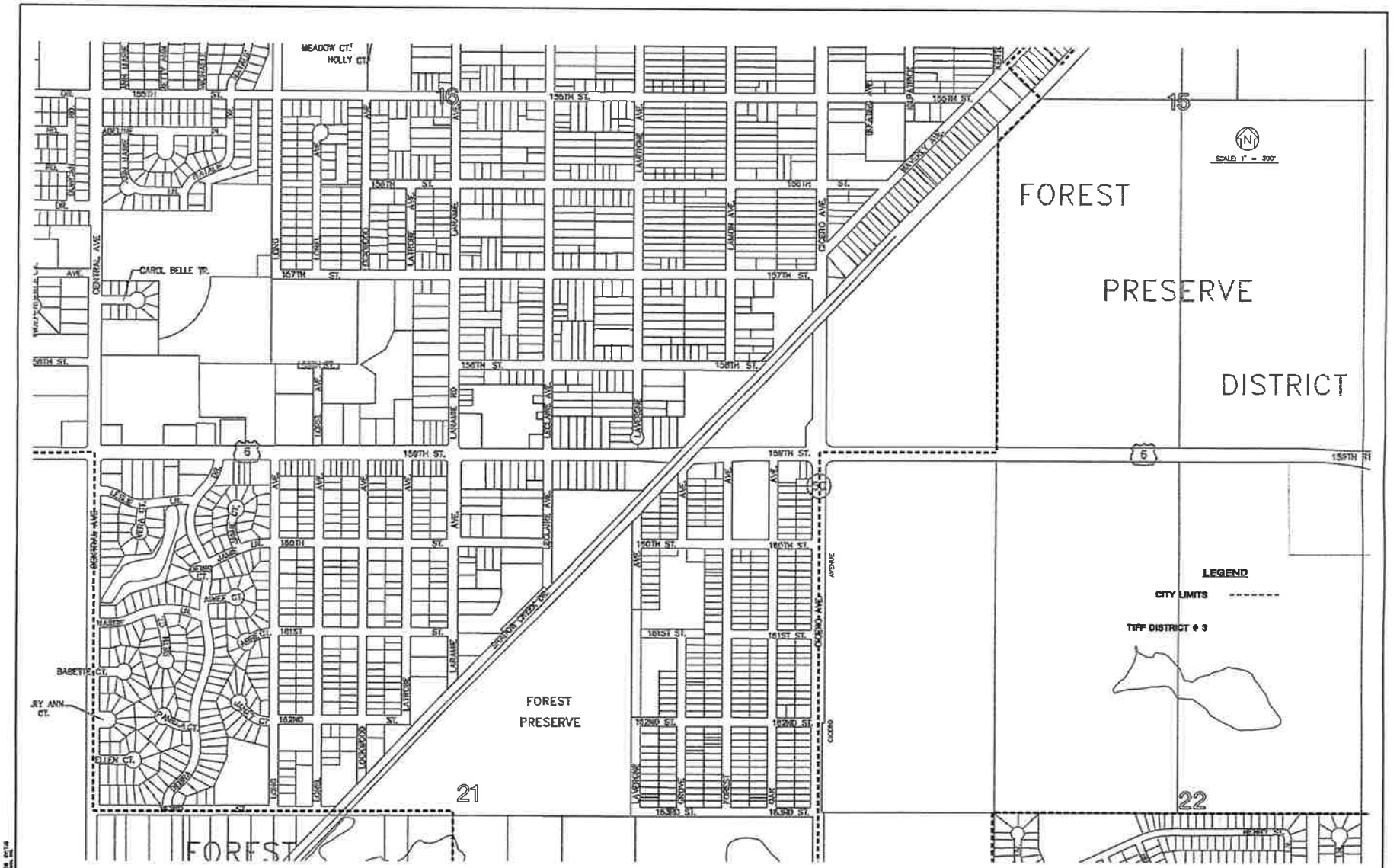
V. Other Relevant Evaluation or Performance Data

Other Performance Data	
Metric	Data
2013 EAV	$13,285,173
Base EAV	$13,493,796
Note: prior to the economic downturn, the 2008 TIF EAV was $22,494,797	

As the economy improves, the City expects to engage in further discussions regarding the Gateway project as well as corridor options for reviewing/revising the boundaries to the existing TIF district.

EXHIBIT 1

TIF 3 Map



REV. NO.	DATE	DESCRIPTION	REV. NO.	DATE	DESCRIPTION

* REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWINGS

BAXTER & WOODMAN Consulting Engineers

Baxter & Woodman
Crystal Lake, Illinois 815.459.1200
Burlington, Wisconsin 262.763.7834
Niles, Illinois 708.470.8090
DeKalb, Illinois 815.787.3111

CITY OF OAK FOREST

TIF DISTRICT # 3

BOUNDARY MAP

DESIGNED BY	SCALE AS NOTED
DRAWN BY T.J.S.	PROJECT NO.
CHECKED BY	SHEET NO.
DATE 3-30-03	1 OF 1

EXHIBIT 2

Recent TIF Annual Report

FY 2014
ANNUAL TAX INCREMENT FINANCE REPORT

STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Name of Municipality:	Oak Forest	Reporting Fiscal Year:	2014
County:	Cook	Fiscal Year End:	04 / 31 /2014
Unit Code:	016/405/30		

TIF Administrator Contact Information

First Name:	Colleen	Last Name:	Julian
Address:	15440 S. Central Avenue	Title:	Finance Director
Telephone:	708/687-4050	City:	Oak Forest Zip: 60452-2195
Mobile		E-mail	Cjulian@OAKFOREST.ORG
Mobile Provider		Best way to contact	___x___ Email ___x___Phone _____Mobile _____Mail

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of Oak Forest

is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Colleen M Julian — Written signature of TIF Administator

12/19/14 — Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated	Date Terminated
Oak Forest TIF No. 3	6/11/2002	

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2014

Name of Redevelopment Project Area:	TIF No. 3
Primary Use of Redevelopment Project Area*:	Combination/Mixed
If "Combination/Mixed" List Component Types:	Retail Comm'l. Resident.
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act __x___ Industrial Jobs Recovery Law _____	

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment labeled Attachment A**	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6 22 (d) (3)] **Please enclose the CEO Certification labeled Attachment B**		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] **Please enclose the Legal Counsel Opinion labeled Attachment C**		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] **If yes, please enclose the Activities Statement labeled Attachment D**		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] **If yes, please enclose the Agreement(s) labeled Attachment E**	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] **If yes, please enclose the Additional Information labeled Attachment F**	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] **If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G**	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] **If yes, please enclose the Joint Review Board Report labeled Attachment H**		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] **If yes, please enclose the Official Statement labeled Attachment I**	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] **If yes, please enclose the Analysis labeled Attachment J**	X	
Cumulatively, have deposits equal or greater than $100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) **If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K**		X
Cumulatively, have deposits of incremental revenue equal to or greater than $100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] **If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L**		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] **If yes, please enclose list only of the intergovernmental agreements labeled Attachment M**	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
Provide an analysis of the special tax allocation fund.

FY 2014
TIF NAME: Oak Forest TIF No. 3

Fund Balance at Beginning of Reporting Period $ 1,873,736

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	$ 48,672	$ 4,022,910	42%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 5,188	$ (30,330)	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		$ 5,641,375	59%
Transfers from Municipal Sources - Bond Fund	$ 2,304,400		0%
Private Sources			0%
Other (Identify source _____; if multiple other sources, attach schedule)	$ 520	$ 520	0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period $ 2,358,780

Cumulative Total Revenues/Cash Receipts $ 9,634,475 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) $ 5,154,485

Distribution of Surplus

Total Expenditures/Disbursements $ 5,154,485

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS $ (2,795,705)

FUND BALANCE, END OF REPORTING PERIOD* $ (921,969)

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) $ (10,109,902)

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2014
TIF NAME: Oak Forest TIF No. 3

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
TIF Administration and Professional Services	1,508,959	
		$ 1,508,959
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
Property Assembly	458,160	
		$ 458,160
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
Public Improvements	2,324,813	
		$ 2,324,813
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		$ -

SECTION 3.2 A		
PAGE 2		
7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
Debt Service	662,553	
Arbor Park Note	200,000	
		$ 862,553
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
		$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		$ -
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		$ -

SECTION 3.2 A		
PAGE 3		
14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -

TOTAL ITEMIZED EXPENDITURES		$ 5,154,485

Section 3.2 B

FY 2014

TIF NAME: Oak Forest TIF No. 3

List all vendors, including other municipal funds, that were paid in excess of $10,000 during the current reporting year.

_____ **There were no vendors, including other municipal funds, paid in excess of $10,000 during the current reporting period.**

Name	Service	Amount
Osman Construction Corp.	Public Improvements	$ 2,324,812.59
Fidelity National Title	Property acquisition	$ 458,160.43
Manhard Consulting Ltd.	Professional Services	$ 48,390.88
GMT Management	Professional Services	$ 10,216.79
Arbor Park School	Property acquisition	$ 200,000.00
Deutsche Bank	Debt Service	$ 153,526.25
Klein Thorpe and Jenkins	Legal fees	$ 41,897.07
Legat Architects	Architect	$ 23,248.11
Project Management Advisors	Project management TIF Improve.	$ 29,247.15
Oak Forest Gateway Property	Property Assessments	$ 23,427.00
Com Ed	Utilities	$ 30,972.74
RSC Oak Forest Retail	TIF Reimbursements	$ 902,956.18
Gateway Advisors	Project management TIF Improve.	$ 12,264.40
METRA	Public Improvements	$ 10,613.17
US Bank	Debt Service	$ 508,526.25

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

FY 2014

TIF NAME: Oak Forest TIF No. 3

FUND BALANCE, END OF REPORTING PERIOD	$ (921,969)

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
G.O. Bonds Series 2008B	$ 3,600,000	$ 4,956,146
G.O. Bonds Series 2009B	$ 3,835,000	$ 3,726,787
Total Amount Designated for Obligations	$ 7,435,000	$ 8,682,933

2. Description of Project Costs to be Paid		
TIF administration		$ 5,000
Capital Projects		$ 500,000
Total Amount Designated for Project Costs		$ 505,000

TOTAL AMOUNT DESIGNATED	$ 9,187,933
SURPLUS*/(DEFICIT)	$ (10,109,902)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2014

TIF NAME: Oak Forest TIF No. 3

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

___X__ No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)
PAGE 1

FY 2014

TIF NAME: Oak Forest TIF No. 3

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			1
TOTAL:	**11/1/99 to Date**	**Estimated Investment for Subsequent Fiscal Year**	**Total Estimated to Complete Project**
Private Investment Undertaken (See Instructions)	$ 6,100,000	$ -	$ -
Public Investment Undertaken	$ -	$ -	$ -
Ratio of Private/Public Investment	0		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE			
Gateway			
Private Investment Undertaken (See Instructions)	$ 6,100,000		$ -
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of complete TIF report

SECTION 6

FY 2014

TIF NAME: Oak Forest TIF No. 3

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
2002	$ 13,493,736	$ 13,285,173

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

__X__ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

Optional Documents	Enclosed	
Legal description of redevelopment project area		
Map of District		

Re: City of Oak Forest TIF No. 3

I, Henry L. Kuspa, the duly elected Chief Executive Officer of the City of Oak Forest, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the City of Oak Forest complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning May 1, 2013 and ending April 30, 2014.

Hy L. Kuspa

Mayor

Dec. 9, 2014

Date

KTJ
KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

DD 312 984 6421

RE: Oak Forest TIF No. 3 Redevelopment Project Area (Date Designated 6/11/02) - Opinion of Legal Counsel

DATE: December 22, 2014

From: Klein, Thorpe & Jenkins, Ltd.

This opinion is being provided pursuant to the Tax Increment Allocation Redevelopment Act, specifically 65 ILCS 5/11-74.4-5(d)(4).

This will confirm that we are legal counsel for the City of Oak Forest, Illinois. I have reviewed all information provided to me by the City staff and consultants regarding the above designated redevelopment area in the City, and it is our opinion that the City of Oak Forest is in compliance with the applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder for the fiscal year beginning May 1, 2013 and ending April 30, 2014, to the best of my knowledge and belief. We note that our firm was not serving as legal counsel to the City when this TIF was established.

Sincerely

Scott F. Uhler
Klein, Thorpe & Jenkins, Ltd.

339282_1

Attachment D Statement setting forth all activities undertaken in furtherance of the objectives of the Redevelopment Plan, including:

A. Any project implemented during the reporting fiscal year; and

B. A description of the redevelopment activities undertaken.

The City also continued to review redevelopment proposals for properties within the TIF district. Construction activities related to the commuter station continued as well.

Minutes of the Joint Review Board Meetings
City of Oak Forest – TIF 1, TIF 2, TIF 3, TIF 4, TIF 5
January 29, 2014
City Hall, 15440 S. Central Avenue
Oak Forest, Illinois

Meeting called to order at 3:10 p.m.

Representatives Present
City of Oak Forest
School District No. 145

Representatives Not Present
Bremen Township
Community College District No. 510
Public Member – Andrew Finberg
Cook County
School District No. 228
Acorn Library District
Oak Forest Park District
Prairie Hills School
District No. 144 (TIF No. 5)

Others Present:

Robert Rychlicki, Kane, McKenna and Associates, Inc.

TIF 1 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

Adam Dotson indicated that the City had approved the Net 3 redevelopment agreement and sold property to the Developer as part of the agreement.

TIF 2 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

City staff reported that Food 4 Less fuel station will be operational in Summer 2014. Other infill projects are under review.

TIF 3 Review

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections, including financial information.

Adam Dotson described City initiatives related to the Gateway Corridor for public improvements including the construction of the Train Station. In addition, the City purchased residential property at 4820 W. 157th Street for redevelopment purposes. It was noted that all three TIF districts are contiguous and are part of the City's integrated corridor planning efforts.

A motion to approve the minutes to February 20, 2013 meeting was made by School District No. 145 and seconded by the City. The motion carried.

TIF 4 Review

Robert Rychlicki reviewed the TIF report format for FY 2012 and 2013 and presented a summary of the report's sections.

Adam Dotson indicated that the City is reviewing potential commercial and mixed-use plans for the TIF and will report on progress in the upcoming annual TIF report.

TIF 5 Review – opened at 3:45 p.m.

Robert Rychlicki reviewed the TIF report format and presented a summary of the report's sections.

Adam Dotson reported that the City has continued to review both commercial and industrial proposals for the area.

A motion to adjourn was made by School District No. 145, seconded by the City. The motion carried.

The meeting ended at 3:50 p.m.

Oak Forest JRB Meeting 1/29/14

Organization	Representative	Phone/Email
Oak Forest	Adam Dotson	708/444-4807 adotson@oakforest.org
Arbor Park District 145	Brian O'Keeffe	708/687-8040
Kane, McKenna	Robert Rychlicki	312/444-1702 rrychlicki@kanemckenna.com

CITY OF OAK FOREST
ANNUAL JOINT REVIEW BOARD MEETINGS

1/29/14

NAME/REPRESENTATIVE	TAXING DISTRICT AND/OR ADDRESS	PHONE # EMAIL ADDRESS	VOTING MEMBER Y/N
Brian H Bokette	Arbor Park SD #145	bokette@arbor145.org	yes
Bob Rychlicki	Kane McKenna	rrychlicki@kanemckenna.com	N
Adam Dotson	City of Oak Forest	adotson@cityofforest.org	Y

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

REPORT ON COMPLIANCE
WITH PUBLIC ACT 85-1142

For the Year Ended
April 30, 2014

Sikich.

CITY OF OAK FOREST, ILLINOIS
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Sikich.

1415 W. Diehl Road, Suite 400
Naperville, Illinois 60563

630.566.8400 // www.sikich.com

Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have examined management's assertion, included in its representation letter dated October 23, 2014 that the City of Oak Forest complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2014. Management is responsible for the City's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the City compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with statutory requirements.

In our opinion, management's assertion that the City of Oak Forest complied with the aforementioned requirements for the year ended April 30, 2014 is fairly stated, in all material respects.

This report is intended solely for the information and use of the City Council, management, the Joint Review Board, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
October 23, 2014

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Naperville, Illinois 60563

630.566.8400 // www.sikich.com

Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information of the City of Oak Forest, Illinois as of and for the year ended April 30, 2014, which collectively comprise the basic financial statements of the City of Oak Forest, Illinois, and have issued our report thereon dated October 23, 2014, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental data as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Sikich LLP

Naperville, Illinois
October 23, 2014

SUPPLEMENTAL DATA

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING BALANCE SHEET

April 30, 2014

	TIF II Debt Service	1986 TIF	1996 TIF Bond Series	TIF III Capital Projects	2008 TIF Project	Total
ASSETS						
Cash and cash equivalents	$ 257,136	$ 656,667	$ 786,174	$ -	$ 1,133,918	$ 2,833,895
Receivables - intergovernmental	-	-	-	591,416	-	591,416
Due from other funds	-	-	-	-	238,620	238,620
TOTAL ASSETS	$ 257,136	$ 656,667	$ 786,174	$ 591,416	$ 1,372,538	$ 3,663,931
LIABILITIES AND FUND BALANCES						
LIABILITIES						
Accounts payable	$ -	$ 106,861	$ 313,227	$ 399,405	$ -	$ 819,493
Line of credit	-	-	-	902,956	-	902,956
Due to other funds	-	-	-	1,583,562	-	1,583,562
Total liabilities	-	106,861	313,227	2,885,923	-	3,306,011
FUND BALANCE						
Restricted						
Debt service	257,136	-	-	-	-	257,136
Capital projects	-	549,806	472,947	-	1,372,538	2,395,291
Unassigned	-	-	-	(2,294,507)	-	(2,294,507)
Total fund balances	257,136	549,806	472,947	(2,294,507)	1,372,538	357,920
TOTAL LIABILITIES AND FUND BALANCES	$ 257,136	$ 656,667	$ 786,174	$ 591,416	$ 1,372,538	$ 3,663,931

See accompanying notes to financial statements.

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

For the Year Ended April 30, 2014

	TIF II Debt Service	1986 TIF	1996 TIF Bond Series	TIF III Capital Projects	2008 TIF Project	Total
REVENUES						
Taxes	$ -	$ 102,315	$ 559,421	$ 48,672	$ -	$ 710,408
Charges for services	-	3,850	-	-	-	3,850
Investment income	73	1,815	2,808	-	5,188	9,884
Intergovernmental	-	-	-	2,304,400	-	2,304,400
Rental income	-	-	-	520	-	520
Total revenues	73	107,980	562,229	2,353,592	5,188	3,029,062
EXPENDITURES						
General government						
Administration	-	236,946	367,895	4,291,912	20	4,896,773
Debt service						
Principal	485,000	1,500,000	-	555,000	-	2,540,000
Interest and fiscal charges	67,810	11,629	-	307,553	-	386,992
Total expenditures	552,810	1,748,575	367,895	5,154,465	20	7,823,765
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(552,737)	(1,640,595)	194,334	(2,800,873)	5,168	(4,794,703)
OTHER FINANCING SOURCES (USES)						
Bond proceeds	-	1,500,000	-	-	-	1,500,000
Transfers in	552,345	-	-	937,378	-	1,489,723
Transfers (out)	-	-	(552,345)	-	(937,378)	(1,489,723)
Total other financing sources (uses)	552,345	1,500,000	(552,345)	937,378	(937,378)	1,500,000
NET CHANGE IN FUND BALANCES	(392)	(140,595)	(358,011)	(1,863,495)	(932,210)	(3,294,703)
FUND BALANCES, MAY 1	257,528	690,401	830,958	(431,012)	2,304,748	3,652,623
FUND BALANCES (DEFICIT), APRIL 30	$ 257,136	$ 549,806	$ 472,947	$ (2,294,507)	$ 1,372,538	$ 357,920

See accompanying notes to financial statements.

CITY OF OAK FOREST, ILLINOIS

TIF II DEBT SERVICE FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2013

BEGINNING BALANCE, MAY 1, 2013	$ 257,528
DEPOSITS AND TRANSFERS IN	
Investment income	73
Transfers in	552,345
Total deposits and transfers in	552,418
Balance plus deposits and transfers in	809,946
EXPENDITURES	
Debt service	552,810
Total expenditures	552,810
ENDING BALANCE, APRIL 30, 2014	$ 257,136

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

1986 TIF FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 690,401
DEPOSITS	
Property taxes	102,315
Charges for services	3,850
Investment income	1,815
Bond proceeds	1,500,000
Total deposits	1,607,980
Balance plus deposits	2,298,381
EXPENDITURES	
General government	236,946
Debt service	1,511,629
Total expenditures	1,748,575
ENDING BALANCE, APRIL 30, 2014	$ 549,806

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

1996 TIF BOND SERIES FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 830,958
DEPOSITS	
Property taxes	559,421
Investment income	2,808
Total deposits	562,229
Balance plus deposits	1,393,187
EXPENDITURES AND TRANSFERS OUT	
General government	367,895
Transfers out	552,345
Total expenditures and transfers out	920,240
ENDING BALANCE, APRIL 30, 2014	$ 472,947

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

TIF III CAPITAL PROJECTS FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ (431,012)
DEPOSITS AND TRANSFERS IN	
Property taxes	48,672
Intergovernmental	2,304,400
Rental income	520
Transfers in	937,378
Total deposits and transfers in	3,290,970
Balance plus deposits and transfers in	2,859,958
EXPENDITURES	
General government	4,291,912
Debt service	862,553
Total expenditures	5,154,465
ENDING BALANCE (DEFICIT), APRIL 30, 2014	$ (2,294,507)

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

2008 TIF PROJECT FUND

SCHEDULE OF FUND BALANCE BY SOURCE

For the Year Ended April 30, 2014

BEGINNING BALANCE, MAY 1, 2013	$ 2,304,748
DEPOSITS	
Investment income	5,188
Total deposits	5,188
Balance plus deposits	2,309,936
EXPENDITURES AND TRANSFERS OUT	
General government	20
Transfers out	937,378
Total expenditures and transfers out	937,398
ENDING BALANCE, APRIL 30, 2014	$ 1,372,538

(See independent auditor's report.)

CITY OF OAK FOREST

CITY COUNCIL MEETING

Tuesday

June 28, 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 Treasurer Kelly Community Development Director Dotson
Absent:	Finance Director Julian Fire Chief Janozik Police Chief Anderson Public Works Director Rinchich Bldg. Commissioner Forbes E.M.A. Chief Small

---

3. ANNOUNCEMENTS AND COMMUNITY CALANDER

Oak Fest Mega Pass Sale will go on sale at City Hall on 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 will be held on June 30th to July 4th.

****

Farmers Market will be held on Saturday, July 2nd from 8 a.m. to 1 p.m. at the Waverly Commuter Lot - 156th and Cicero.

****

City Hall will be closed Saturday, July 2nd and July 4th.

****

Oak Forest Rotary Club Blood Drive will be on July 16th at the Oak Forest Park District from 9 a.m. until 1 p.m.

****

The Oak Forest Senior Commission luncheon is on Thursday, July 28th.

****

4. APPROVAL OF PROCLAMATION NO. 2016-06-0230P RECOGNIZING SCOTT BURKHARDT'S RETIREMENT AS OAK FOREST CITY CLERK.

Alderman Simon made the motion to approve Proclamation No. 2016-06-0230P.

Alderman Danihel seconded.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			

The motion to approve Proclamation No. 2016-06-0230P carried 7/0.

****

Maggie Burkhardt read Proclamation No. 216-06-0230P into the record.

****

5. MOTION TO ESTABLISH CONSENT AGENDA

Alderman Danihel made the motion to establish the Consent Agenda.

Alderman Schoenfeld seconded.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Danihel			
Alderman Clemons			
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			

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

****

6. CONSENT AGENDA

A. Approval of Minutes:
   1. City Council - June 14, 2016

B. Consideration of the following Lists of Bills dated:
   1. Regular Bills Fiscal Year 2016-2017 - June 28, 2016
   2. Supplemental Bills Fiscal Year 2016-2017 - June 28, 2016

C. Consideration of the following Commission Minutes:
   1. Crime Prevention - April 27, 2016
   2. Planning & Zoning - May 18, 2016

Alderman Emmett made the motion to approve the Consent Agenda.

Alderman Danihel seconded.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			

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

****

7. ADMINISTRATION

A. Approval of the appointment of Colleen Julian to the Oak Forest Police Pension Board.

Alderman Schoenfeld made the motion to approve the appointment of Colleen Julian to the Oak Forest Police Pension Board.

Alderman Hortsman seconded.

Mayor Kuspa came forward with supporting details.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			
Alderman Simon			
Alderman Wolf			

The motion to approve the appointment of Colleen Julian to the Oak Forest Police Pension Board carried 7/0.

****

B. Approval of Ordinance No. 2016-06-0607O to rescind Ordinance No. 2016-04-0596O, which established a Class I Liquor License in Oak Forest.

Alderman Clemons made the motion to approve Ordinance No. 2016-06-0607O.

Alderman Simon seconded.

Mayor Kuspa came forward with supporting details.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Clemons			
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			

The motion to approve Ordinance No. 2016-06-06070 carried 7/0.

****

C. Discussion of video gaming policies, procedures and requirements.

Alderman Emmett made the motion to approve.

Alderman Clemons seconded.

Mayor Kuspa came forward with comments regarding video gaming policies, procedures and requirements for the City of Oak Forest.

Mayor Kuspa requested the Aldermen to give this topic serious consideration and to review the proposed ordinance put together by City Administrator Ishler.

Alderman Simon stated his support for an updated gaming ordinance but noted he is not in favor of small gaming boutique type establishments.

Mayor Kuspa asked Council to consider stating a distance between such establishments.

Alderman Clemons stated that she is not against gaming businesses. She commented the City of Oak Forest has two main commercial corridors which is currently being actively redeveloped (i.e. façade improvements, proposed housing, etc.). As mentioned at a previously City Council meeting, Aldermen Clemons is suggesting the creation of a new license type for gaming establishments.

City Attorney Uhler commented on the suggestion of creating a new license type.

Alderman Wolf asked what affect the new license type would have on a liquor store that might want to add in a bar and serve food, or perhaps a gas station, etc. Attorney Uhler stated the establishment must have a liquor license to be considered for a video gaming license. He further went into detail explaining the Village of Tinley Park's current video gaming policies.

Mayor Kuspa asked City Attorney Uhler how creating a new license type will affect current businesses. City Attorney Uhler stated that existing businesses would have to apply for the new license type once the current license expires.

Alderman Hortsman stated that he feels the real concern are the boutique gaming establishments and not the existing restaurants and bars that already have video gaming terminals.

Alderman Simon said the he will not vote for any ordinance that does not state every applicant must come before the City Council.

As the gaming establishments are quite profitable, Alderman Wolf asked if it were possible to have future establishments pay an extra tax, make some sort of commitment to the community or reinvest into the building which houses the establishment. City Attorney Uhler stated the liquor commissioner could potentially condition the license on property maintenance and repair of the building. He further stated as a home rule community, there can be taxation on video gaming revenue.

Alderman Emmett did suggest that if an establishment is not meeting promised requirements, the license status could be jeopardized at time of renewal.

Mayor Kuspa asked staff to consider everything discusses at this meeting and to gather future notes/comments from the aldermen.

Treasurer Kelly suggested a Committee of the Whole meeting so that the community may participate. Mayor Kuspa confirmed.

****

8. FINANCE

A. Approval of Agreement No. 2016-06-0232A with Nyhart Actuary and Employee Benefits to provide actuarial services for the police and fire pension funds at a cost in the amount of $8,000.00.

Alderman Emmett made the motion to approve Agreement No. 2016-06-0232A.

Alderman Hortsman seconded.

City Administrator Ishler came forward with supporting details.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			

The motion to approve Agreement No. 2016-06-0232A carried 7/0.

****

9. COMMUNITY DEVELOPMENT

A. 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.

Alderman Simon made the motion to approve Ordinance No. 2016-06-0603O.

Alderman Danihel seconded.

Community Development Director Dotson came forward with supporting details.

City Attorney Uhler suggested an amendment to the motion to insert the Public Act Reference 99-508, which is in Section 1B.

Alderman Simon amended his motion.

Alderman Danihel seconded.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			

The motion to approve Ordinance No. 2016-06-06030 carried 7/0.

****

B. Approval of Ordinance No. 2016-06-06040 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).

Alderman Simon made the motion to approve Ordinance No. 2016-06-06040.

Alderman Emmett seconded.

City Attorney Uhler suggested an amendment to the motion to insert the Public Act Reference 99-508, which is in Section 1B.

Alderman Simon amended his motion.

Alderman Emmett seconded.

Community Development Director Dotson came forward with supporting details.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			

The motion to approve Ordinance No. 2016-06-0604O carried 7/0.

****

C. 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).

Alderman Simon made the motion to approve Ordinance No. 2016-06-0605O.

Alderman Danihel seconded.

Community Development Director Dotson came forward with supporting details.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			

Alderman Danihel
Alderman Clemons

The motion to approve Ordinance No. 2016-06-06050 carried 7/0.

****

D. Approval of Ordinance No. 2016-06-06080 establishing the West 159th Street Corridor Redevelopment project Plan (TIF #5).

Alderman Simon made the motion to approve Ordinance No. 2016-06-06080.

Alderman Emmett seconded.

City Attorney Uhler came forward with supporting details.

Community Development Director Dotson also came forward with supporting information.

Alderman Simon made the motion to table Item 9D, 9E and 9F.

Alderman Emmett seconded.

Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Simon			
Alderman Wolf			
Alderman Schoenfeld			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Clemons			

The motion to approve Ordinance No. 2016-06-06080 carried 7/0.

****

E. Approval of Ordinance No. 2016-06-06090 designating the West 159th Street Corridor Redevelopment Project Area.

Item 9E was tabled.

****

F. Approval of Ordinance No. 2016-06-06100 adopting Tax Increment Financing for the 159th Street Corridor Redevelopment Project.

Item 9F was tabled.

****

10. CITIZENS PARTICIPATION

Mayor Kuspa opened for public testimony, but there was none.

(END OF TAPE 1, SIDE A)

****

11. OLD BUSINESS

(Tape in progress.) Alderman Emmett is commenting on the county's grass cutting obligations. Mayor Kuspa is suggesting a meeting with the county and state for right-of-way maintenance.

****

Alderman Danihel thanked City Administrator Ishler for the rain barrel program. She further stated that MWRD will discontinue the program at the end of the year.

****

12. NEW BUSINESS

Mayor Kuspa thanked the Animal Control volunteers for their dedication. He also asked if the aldermen could review the existing

ordinance to potentially include the volunteers into a city committee or commission. Alderman Clemons thanked the Mayor for his support.

****

City Clerk Burkhardt read into the minutes his final comments as City Clerk / Collector.

****

13. EXECUTIVE SESSION

No Executive Session held.

****

14. ADJOURNMENT

Alderman Simon made the motion to adjourn.

Alderman Danihel seconded.

All were in agreement and the meeting adjourned at 9:05 p.m.

MAYOR HENRY L. KUSPA

OAK FOREST
FINANCE DEPARTMENT

NOTICE
AGENDA ITEM

List of Bills July 12th, 2016 FY2016-2017
Report dates: 7/12/2016-7/12/2016

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
ACCURATE IRRIGATION	16-02-0057	06/24/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 17343 ARROWHEAD PERMIT	
ACHILLES INC	16-06-0700	06/29/16	500.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4245 W. 166th ST PERMIT	
ALBERTSONS/JEWEL	06-30-16	06/30/16	150.67	01-01-5399 MISC EXPENSE	SCOTT BURKHARDTS RETIREMENT EVENT	
ALL OCCASION GIFTS & AWARDS*	1619	06/27/16	50.00	01-01-5311 SPECIAL EVENTS	BURKHARDT RETIREMENT PLAQUE	
AMAZING RESTORATION & HOME IMPROVEMENT	16-05-0578	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6053 VICTORIA PERMIT	
AMERICAN MESSAGING	U1109710QG	07/01/16	77.40	01-04-5305 TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710QG	07/01/16	18.00	02-17-5305 TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710QG	07/01/16	18.00	02-18-5305 TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710QG	07/01/16	44.01	01-01-5305 TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710QG	07/01/16	5.40	01-11-5305 TELEPHONE	ACT# U1-109710	
ANDERSON, GREGORY*	JULY 2016	06/29/30	50.00	01-03-5305 TELEPHONE	Cell Phone Reimbursement	
ANDERSON, RUSSELL	16-05-0535	06/28/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6339 PARKWOOD CT PERMIT	
ARCTIC CONSTRUCTION LLC	16-06-0622	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15360 CICERO AVE PERMIT	
ASHBAUGH, KATIE	06-28-16 EXP REIMB	06/28/16	68.00	01-12-5312 TRAINING & TRAVEL	APA WEBINAR TRANSIT EXPENSE REIMBURSEMENT	
AT&T	287268369818X062416	06/16/16	59.31	01-03-5305 TELEPHONE	ACT# 287268369818	
BARTE, CURT	09435	07/01/16	25.00	01-00-4111 VEHICLE LICENSES-PASSENGER	REFUND VEHICLE STICKER PER T.ISHLER	
BAXTER & WOODMAN INC*	0186412	06/23/16	7,729.58	08-00-5412 STREET RESURFACING	CICERO AVENUE STREETSCAPE ITEP PO 6837	
BAXTER & WOODMAN INC*	0186413	06/23/16	670.00	02-18-5638 SEWERS	152nd ST BASIN SANITARY REHAB CONSTRUCTION AND CANVASSING PO 6352	
BAXTER & WOODMAN INC*	0186414	06/23/16	1,800.00	01-11-5503 PROFESSIONAL SERVICES	Rustic Oaks Clubhouse Site Plan Review Extra Work	379
BAXTER & WOODMAN INC*	0186415	06/23/16	747.50	02-18-5508 ENGINEERING SERVICES	MWRD 2016 I/I Submittal - first year of MWRD's expanded reporting program	238
BAXTER & WOODMAN INC*	0186416	06/23/16	2,000.00	08-00-5508 ENGINEERING SERVICES	2016 ITEP Application-159th & Cicero	358
BEARY LANDSCAPE MANAGEMENT INC	24271	06/08/16	1,347.60	01-04-5533 STREETSCAPE MAINTENANCE	20 yds Hardwood Mulch for Metra Station and Creek Landscape Planter Beds	369
BETTER BUILT LUMBER & SUPPLY	16-04-0271	06/24/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4901 CYPRESS PERMIT	
BILEK, CAROL A.	16-06-0720	06/29/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15236 BRIAR PERMIT	
BLACK DIRT INC	061616L-06	06/16/16	140.00	01-04-5418 LANDSCAPING REPAIRS	7 Pulverized Dirt Bins	
BORDEN LANDSCAPING INC*	16112	06/14/16	485.00	02-17-5418 LANDSCAPING REPAIRS	RESTORATION 14743 SUNSET CT	
BORDEN LANDSCAPING INC*	16113	06/16/16	240.00	01-04-5418 LANDSCAPING REPAIRS	RESTORATION 17026 JUDY CT	
BRETT EQUIPMENT CORP*	262180	06/23/16	42.66	01-02-5402 VEHICLE MAINTENANCE	BULBS	
BURNS, STEVEN	16-05-0500	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6149 FORESTVIEW PERMIT	
CARDENAS, JUAN	08780	07/01/16	50.00	01-00-4111 VEHICLE LICENSES-PASSENGER	SENIOR VEHICLE STICKER REFUND	
CED CONSOLIDATED ELECTRICAL DISTRIBUTOR*	5025-501997	06/23/16	154.83	01-04-5406 BUILDING MAINTENANCE	TIME SWITCH	
CENTURY FENCE CO OF IL INC	16-06-0638	06/27/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15305 OAK RD PERMIT	
CINTAS CORPORATION #21	021218655	06/20/16	134.99	01-04-5406 BUILDING MAINTENANCE	TOWELS, COVERS, MATS, UNIFORMS	
CINTAS CORPORATION #21	021218655	06/20/16	33.90	02-17-5313 UNIFORMS	TOWELS, COVERS, MATS, UNIFORMS	
CLEAR CHANNEL OUTDOOR	25095027	06/27/16	6,750.00	01-12-5309 COMMUNITY ADVERTISING	DIGITAL BULLETIN I-294	360
COMCAST CABLE	JULY16 IT	06/24/16	34.44	01-01-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	38.78	01-02-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	108.99	01-03-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	13.19	01-04-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
COMCAST CABLE	JULY16 IT	06/24/16	4.65	01-05-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	6.28	01-10-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	13.05	01-11-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	4.68	01-12-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	10.31	02-17-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMCAST CABLE	JULY16 IT	06/24/16	5.48	02-18-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0067678	
COMED	0046488000 062116	06/21/16	66.41	02-17-5307 ELECTRICITY	Act# 0046488000	
COMED	0130400001 062216	06/22/16	19.67	01-04-5307 ELECTRICITY	Act# 0130400001	
COMED	0361152043 062016	06/20/16	143.73	01-04-5307 ELECTRICITY	Act# 0361152043	
COMED	0714596077 062016	06/20/16	72.51	01-12-5399 MISC EXPENSE	Act# 0714596077	
COMED	0883839003 062016	06/20/16	42.56	02-17-5307 ELECTRICITY	Act# 0883839003	
COMED	1219780007 062016	06/20/16	45.72	09-04-5307 ELECTRICITY	Act# 1219780007	
COMED	1387597007 062016	06/20/16	35.83	09-04-5307 ELECTRICITY	Act# 1387597007	
COMED	1459158056 062316	06/23/16	1,605.63	01-04-5307 ELECTRICITY	Act# 1459158056	
COMED	1845139023 062116	06/21/16	116.74	01-04-5307 ELECTRICITY	Act# 1845139023	
COMED	1883148044 062116	06/21/16	39.35	09-04-5307 ELECTRICITY	Act# 1883148044	
COMED	2795168028 061716	06/17/16	4,690.61	01-04-5307 ELECTRICITY	Act# 2795168028	
CONNELLY, JANET	16-05-0451	06/27/16	900.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6433 CEDAR PERMIT	
CONSERV FS-TINLEY PARK	66006059	06/23/16	438.15	02-17-5418 LANDSCAPING REPAIRS	WOOD SNOW FENCES	
CONSERV FS-TINLEY PARK	66006099	06/24/16	438.15	01-04-5418 LANDSCAPING REPAIRS	WOOD SNOW FENCES	
COOPER SERVICE INC	067984	06/01/16	3,119.32	01-04-5402 VEHICLE MAINTENANCE	Replace engine (Jasper) in DPW Unit #3 2007 F-150 4x4	367
CROWL, KEVIN/LAURA	14444	06/29/16	25.00	01-00-4111 VEHICLE LICENSES-PASSENGER	SOLD CAR VEHICLE STICKER REFUND	
CULLIGAN WATER CONDITIONING*	391766 06-16	06/15/16	26.95	01-04-5399 MISC EXPENSE	ACT# 391766 H2O	
CULLIGAN WATER CONDITIONING*	921685 06-16	06/15/16	17.90	01-04-5399 MISC EXPENSE	ACT# 921685 H2O	
CURLEE, ALEXANDER S.	06-30-16 EXP REIMB	06/30/16	127.28	01-03-5312 TRAINING & TRAVEL	TRAINING PERIODS COFFEE, DONUTS EXPENSE REIMBURSEMENT	
DANIELS PRINTING & OFFICE SUPPLY*	621277-0	06/21/16	111.76	01-01-5301 OFFICE SUPPLIES	FOLDERS, INDEX, BOOK	
DANIELS PRINTING & OFFICE SUPPLY*	621565-0	06/29/16	104.50	01-01-5301 OFFICE SUPPLIES	THERMAL ROLLS	
DATA PEST CONTROL*	10662	07/01/16	162.50	01-08-5406 BUILDING MAINTENANCE	PEST CONTROL CH	
DATA PEST CONTROL*	10662	07/01/16	81.25	01-08-5407 BLDG MAINT-COMMUNITY CNTR	PEST CONTROL COMMUNITY CENTER	
DATA PEST CONTROL*	10662	07/01/16	81.25	01-04-5406 BUILDING MAINTENANCE	PEST CONTROL PW	
DE LAGE LANDEN PUBLIC FINANCE	50608597	06/25/16	233.93	01-11-5404 COMPUTER MAINTENANCE	ACT# 610183 CONTRACT# 25231115	
DE LAGE LANDEN PUBLIC FINANCE	50608597	06/25/16	95.34	01-03-5514 EQUIPMENT RENTAL	ACT# 610183 CONTRACT# 25231115	
DE LAGE LANDEN PUBLIC FINANCE	50608597	06/25/16	106.73	01-03-5514 EQUIPMENT RENTAL	ACT# 610183 CONTRACT# 25231115	
DIXON ENGINEERING INC	16-0564	06/15/16	1,350.00	01-11-5503 PROFESSIONAL SERVICES	Antenna Inspections for 15480 S. Oak Park Ave	384
DORENCZ CONSTRUCTION CO INC	16-02-0045	06/24/16	900.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 17343 ARROWHEAD PERMIT	
DURABLE ROOFING CO	16-06-0636	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15605 RIDGELAND AVE PERMIT	
EAGLE HARBOR PROPERTIES	16-05-0530	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15641 ROB ROY DR PERMIT	
EAGLE UNIFORM CO INC	246384	06/17/16	7.00	01-03-5313 UNIFORMS	PATCHES, SEWN	
EAGLE UNIFORM CO INC	246588	06/27/16	97.00	01-02-5313 UNIFORMS	POLO, SHIRT, FLAGS, NAME STRIP	
EATON, JOSEPH	16-06-0735	06/29/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14849 MISSION PERMIT	

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
ELITE ROOFING & CONSTRUCTION INC	16-06-0640	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15701 HICKORY LN PERMIT	
EMERGENCY VEHICLE SERVICE INC*	3785	06/20/16	267.00	01-02-5402 VEHICLE MAINTENANCE	#984 INSPECT SYSTEM	
ETP LABS INC*	15-131773	06/10/16	400.00	02-17-5331 WATER METER PARTS/TESTING	40 TOTAL COLIFORM TESTS	
EVERITT, JEFFREY	16-04-0335	06/23/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15316 KILPATRICK PERMIT	
FACTORY MOTOR PARTS COMPANY/FMP	52-317879	06/20/16	424.94	01-09-5402 VEHICLE MAINTENANCE	#41 STARTER REM	
FACTORY MOTOR PARTS COMPANY/FMP	52-317883	06/20/16	49.50-	01-09-5402 VEHICLE MAINTENANCE	STARTER REM CORE CREDIT	
FEDEX	5-457-08782	06/22/16	97.43	02-17-5304 POSTAGE & FREIGHT	ACT# 1101-7723-2	
FLAG DESK INC	23405	04/27/16	3,320.50	01-08-5336 FLAGS & DECORATIONS	6 x 1" Silver Aluminum Rotating Pole	321
FLAG DESK INC	23405	04/27/16	3,070.00	01-08-5336 FLAGS & DECORATIONS	EWB 1" Silver Aluminum Electric Way Bracket	321
GALLAGHER MATERIALS CORP*	639464MB	06/23/16	228.00	09-04-5415 PATCHING MATERIALS	UPMs	
GARCIA, ALFONSO	16-06-0617	06/29/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16016 LOCKWOOD AVE PERMIT	
GATSO USA*	2016-499	06/30/16	10,290.00	01-03-5512 OTHER SERVICES	RED LIGHT CAMERA PROGRAM - JUNE 2016	306
GRILL'S TRUE VALUE HARDWARE*	B26949	06/22/16	10.78	01-08-5406 BUILDING MAINTENANCE	FLUSH LEVER, VALVE SEAL	
GROSZEK, CHARISE	10702,10703	06/30/16	50.00	01-00-4811 DARE DONATION	REFUND 2 SENIOR STICKERS	
GUARDIAN INSURANCE CO*	QC 960	05/20/16	237.02	01-00-2130 DUE TO RETIREE BENEFITS	DENTAL INS, COBRA	
GUARDIAN INSURANCE CO*	QC 960	05/20/16	4,132.14	01-00-2123 INSURANCE-DENTAL	DENTAL INS, COBRA	
HMO ILL.-HEALTH CARE SERVICE CORP*	JULY 2016	06/14/16	6,487.37	01-02-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PPO INSURANCE	
HMO ILL.-HEALTH CARE SERVICE CORP*	JULY 2016	06/14/16	9,689.45	01-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PPO INSURANCE	
HMO ILL.-HEALTH CARE SERVICE CORP*	JULY 2016	06/14/16	215,283.94	01-00-2107 INS DEDUCTION PAYABLE	ACT# 256231 HMO/PPO INSURANCE	
ILCMA	530	06/22/16	50.00	01-01-5308 ADVERTISING	JOB AD POSTING FEE - HUMAN RESOURCE MANAGER	
ILLINOIS DEPT OF AGRICULTURE	AW-16 4667 COOK CO	07/01/16	25.00	01-03-5399 MISC EXPENSE	LICENSE RENEWAL	
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	ILR400408 (A)	06/24/16	1,000.00	01-04-5424 MAINTENANCE OF SEWERS	NPDES STORMWATER-MS4	
ILLINOIS LAW ENFORCEMENT ALARM SYSTEM	07-01-2016	07/01/16	240.00	01-03-5310 PROFESSIONAL DUES	ILEAS 2016 DUES	
INTERNATIONAL CODE COUNCIL INC	1000700977	06/15/16	312.00	01-11-5312 TRAINING & TRAVEL	'15 IPMC SOFT, COMMENTARY	
INTERSECTION MEDIA LLC	216296	06/30/16	8,000.00	01-12-5309 COMMUNITY ADVERTISING	Advertising and production for City Marketing Program: Interior Rail Car, Platforms, 2 Sheets	359
JUAREZ, BETTY L.	02960	06/24/16	25.00	01-00-4111 VEHICLE LICENSES-PASSENGER	SENIOR VEHICLE STICKER REFUND	
KABAK, LAURA	04200	06/24/16	25.00	01-00-4111 VEHICLE LICENSES-PASSENGER	VEHICLE STICKER REFUND - MOVED VEHICLE	
KANE MCKENNA & ASSOC INC	13980	05/31/16	4,413.01	26-00-5503 PROFESSIONAL SERVICES	TIF #3 AMENDMENT	
KARPIEL, SABINA	16-04-0286	06/16/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4743 W. 149th ST PERMIT	
KARPIEL, SABINA	16-05-0452	06/16/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4743 W. 149th ST PERMIT	
KISHORE, KAMAL	06-28-16 SP PERMIT	06/28/16	350.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR SPECIAL USE PERMIT APPLICATION	
KLEIN THORPE AND JENKINS LTD*	183344 4260-001	06/22/16	300.00	01-01-5506 LEGAL FEES-REGULAR	GENERAL	
KLEIN THORPE AND JENKINS LTD*	183345 4260-067	06/22/16	140.00	26-00-5506 LEGAL FEES-REGULAR	TIF NO. 3	
KLEIN THORPE AND JENKINS LTD*	183346 4260-079	06/22/16	2,266.00	01-01-5506 LEGAL FEES-REGULAR	SOPKO	
KLEIN THORPE AND JENKINS LTD*	183347 4260-092	06/22/16	1,609.44	01-01-5506 LEGAL FEES-REGULAR	NO CASH BID ACQUISITIONS	
KLEIN THORPE AND JENKINS LTD*	183348 4260-101	06/22/16	20.00	01-01-5506 LEGAL FEES-REGULAR	PCB CHLORIDE VARIANCE PETITION	
KLEIN THORPE AND JENKINS LTD*	183349 4260-110	06/22/16	440.20	26-00-5506 LEGAL FEES-REGULAR	PROPERTY O	
LAFEMINA, JOHN	16-05-0549	06/09/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5061 171st ST PERMIT	
LAMONICA, DEBORAH	16-03-0174	06/23/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5001 W. 156th ST PERMIT	
LARRY'S BRAKE SERVICE*	05-06-16 PW	05/06/16	93.00	02-17-5402 VEHICLE MAINTENANCE	#21, #23, #8	

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LARRY'S BRAKE SERVICE*	05-18-16 PW	05/18/16	31.00	02-17-5402 VEHICLE MAINTENANCE	#M-11	
LONG'S LANDSCAPING & GARDEN*	06-21-16	06/21/16	4.40	01-04-5418 LANDSCAPING REPAIRS	2 SOD	
LYONS, RICHARD	16-03-0141	06/21/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5001 W. 156th ST PERMIT	
MAGNABOSCO, PETER	16-05-0451	06/22/16	200.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6012 W. 157th ST PERMIT	
MAHER, CHRISTINA	06-27-16 EXP REIMB	06/27/16	100.00	01-12-5309 COMMUNITY ADVERTISING	LIVING OAK FOREST AD CAMPAIGN - GIFT CERTIF FOR ACTORS	
MARKHAM ASPHALT COMPANY*	133469MB	06/07/16	431.64	01-04-5416 CONCRETE REPAIRS	BC SC M N50	
MARKHAM ASPHALT COMPANY*	133493MB	06/08/16	595.99	01-04-5415 PATCHING MATERIALS	BC SC M N50	
MARKHAM ASPHALT COMPANY*	133514MB	06/09/16	429.47	01-04-5415 PATCHING MATERIALS	BC SC M N50	
MARKHAM ASPHALT COMPANY*	133533MB	06/13/16	176.03	01-04-5415 PATCHING MATERIALS	BC SC M N50	
McCORMICK, DENNIS	16-05-0586	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15437 JAMES DR PERMIT	
MCORK, LANCE	16-05-0476	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6518 CHARLESTON PERMIT	
MENARDS - CRESTWOOD	31020	06/16/16	70.32	01-08-5408 BLDG MAINT-KENNELL	BRACKET-TRAK MOUNTS, UPRIGHT, ANCHORS, SCREWS, CASTER SET, SHELF	
MENARDS - TINLEY PARK*	95576	05/23/16	345.86	01-08-5408 BLDG MAINT-KENNELL	PAINT	
MENARDS - TINLEY PARK*	95803	05/26/16	493.92	01-08-5406 BUILDING MAINTENANCE	KENNEL GATES, PANES	
MENARDS - TINLEY PARK*	96424	06/04/16	38.83	26-00-5663 159TH & CICERO GATEWAY	SOIL, NOZZLE, TOP SOILS	
MENARDS - TINLEY PARK*	96498	06/05/16	48.83	26-00-5663 159TH & CICERO GATEWAY	TOP SOILS, LOPPER, REACH TOOL, INSECT KILLER, FERTILIZER	
MENARDS - TINLEY PARK*	96794	06/09/16	28.85	01-08-5406 BUILDING MAINTENANCE	PAINT, HOLE COVER, ELBOW, DUCT	
MENARDS - TINLEY PARK*	97268	06/16/16	13.94	01-04-5319 SMALL TOOLS	TOUGH BOXES	
MENARDS - TINLEY PARK*	97269	06/16/16	139.96	01-08-5408 BLDG MAINT-KENNELL	SHELF KITS	
MENARDS - TINLEY PARK*	97287	06/16/16	36.97	01-08-5408 BLDG MAINT-KENNELL	KNOB	
MENARDS - TINLEY PARK*	97335	06/17/16	179.97	01-08-5408 BLDG MAINT-KENNELL	LT T8 WRAP	
MENARDS - TINLEY PARK*	97552	06/20/16	178.09	01-08-5406 BUILDING MAINTENANCE	TREATED LUMBER, BLADE, SQUARE	
MENARDS - TINLEY PARK*	97672	06/22/16	560.86	01-02-5406 BUILDING MAINTENANCE	HOSE, WASHING MACHINE	
MENARDS - TINLEY PARK*	97676	06/22/16	78.24	01-04-5319 SMALL TOOLS	BOW RAKES	
MENARDS - TINLEY PARK*	97743	06/23/16	97.02	01-08-5406 BUILDING MAINTENANCE	LUMBER	
MENARDS - TINLEY PARK*	97748	06/23/16	29.99	02-17-5423 HYDRANT REPAIRS	NPT HYDRANT	
MENARDS - TINLEY PARK*	97761	06/23/16	14.99	01-08-5406 BUILDING MAINTENANCE	SAWBLADE	
MENARDS - TINLEY PARK*	97865	06/25/16	12.00	26-00-5663 159TH & CICERO GATEWAY	BROWN MULCH	
MENDOZA, GABRIELA	16-05-0588	06/28/16	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15322 KILPATRICK AVE PERMIT	
MICHAEL TODD & CO INC	152387	06/16/16	132.20	02-17-5421 MAINTENANCE OF WATER MAINS	BLUE SPRAY PAINTS	
MITEL TECHNOLOGIES INC	98404962	06/17/16	603.50	01-01-5305 TELEPHONE	3.5 HRS LABOR, ADMIN FEE	
NICOR GAS	94287458411 061316	06/13/16	39.15	02-17-5306 NATURAL GAS	ACT# 94-28-74-5841 1	
NORTON ROOFING OF IL INC	16-03-0194	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14524 WALDEN P1, P2, P3 PERMIT	
NOVOTNY & SON SEAL COATING	16-06-0634	06/23/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14742 MASSASOIT PERMIT	
NOWOBILSKI CONSTRUCTION	16-04-0334	06/22/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15308 WALNUT PERMIT	
O'REILLY AUTO PARTS	3380-165123	06/22/16	80.12	02-18-5402 VEHICLE MAINTENANCE	#6 GAS MAGNUM	
PCS INDUSTRIES*	I2693901	06/15/16	130.98	01-08-5406 BUILDING MAINTENANCE	URINAL DEODORIZER	
PCS INDUSTRIES*	I2693901	06/15/16	130.98	01-04-5406 BUILDING MAINTENANCE	URINAL DEODORIZER	
PDC LABORATORIES INC	834948	06/15/16	740.00	02-17-5331 WATER METER PARTS/TESTING	4 THM_HAA TESTS ACT# 0264161	

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
PODSIADLO, SZCZEPAN	16-04-0199	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15613 SAYRE AVE PERMIT	
POSTMASTER - OAK FOREST	STAND.MAIL PI 7 2016	06/20/16	215.00	01-01-5304 POSTAGE & FREIGHT	STANDARD MAIL PI 7 2016	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	1,553.51	01-00-2115 INSURANCE - LIFE	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	130.88	01-01-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	299.78	01-02-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	861.35	01-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	152.69	01-04-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	73.61	01-11-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	8.18	09-01-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	32.72	09-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	16.36	09-04-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	95.43	02-17-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRINCIPAL LIFE INSURANCE CO*	JULY 2016	06/17/16	111.79	02-18-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE	
PRISCO, JOHN P.	19917	07/01/16	25.00	01-00-4811 DARE DONATION	SENIOR VEHICLE STICKER REFUND	
PRO-PUMP INC*	18388	06/16/16	2,650.50	02-18-5424 MAINTENANCE OF SEWERS	Heritage Ridge Lift Station - Rebuild Failed Hydromatic Pump	371
PROSHRED SECURITY*	100074338	06/16/16	30.00	01-03-5399 MISC EXPENSE	FIRST 64 GALLON	
PROVEN BUSINESS SYSTEMS LLC	305468795	05/26/16	283.20	02-17-5404 COMPUTER MAINTENANCE	CONT# 500-0459436-000 ESTUDIO357, CONT# 500-0459436-001 MJ1032 ACCESSORY	
PURE HEALTH SOLUTIONS INC*	6585425	06/20/16	47.81	01-02-5399 MISC EXPENSE	CONTRACT# 100-2768458-001	
RANA, LINDA*	JULY 2016 PR	07/01/16	1,767.50	01-01-5512 OTHER SERVICES	PAYROLL SERVICE PROVIDER	
RANA, LINDA*	JUNE 2016 PR	06/01/16	1,662.50	01-01-5512 OTHER SERVICES	PAYROLL SERVICE PROVIDER	
RELIABLE FIRE EQUIPMENT CO*	674537	06/20/16	21.75	01-02-5401 EQUIPMENT MAINTENANCE	RECHARGE	
RESERVE ACCOUNT	06-29-16 POST MTR	06/29/16	1,770.75	01-01-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION	
RESERVE ACCOUNT	06-29-16 POST MTR	06/29/16	447.25	01-03-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION	
RESERVE ACCOUNT	06-29-16 POST MTR	06/29/16	83.25	01-02-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION	
RESERVE ACCOUNT	06-29-16 POST MTR	06/29/16	102.00	02-17-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION	
RESERVE ACCOUNT	06-29-16 POST MTR	06/29/16	25.50	02-18-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION	
RESERVE ACCOUNT	06-29-16 POST MTR	06/29/16	35.50	01-11-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION	
RESERVE ACCOUNT	06-29-16 POST MTR	06/29/16	35.75	01-12-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION	
ROYAL PLUMBING INC	16-06-0713	06/22/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5739 EDWARD PERMIT	
RR LANDSCAPE SUPPLY*	96184	06/07/16	54.50	02-17-5418 LANDSCAPING REPAIRS	XL-200 BLEND, SOD KNIFE	
SAMANO, FELIPE	10689	06/30/16	25.00	01-00-4811 DARE DONATION	SOLD CAR VEHICLE STICKER REFUND	
SAM'S CLUB	002447	06/23/16	80.14	01-01-5207 SR. CITIZENS COMMISSION	CHIPS, CUPS	
SAM'S CLUB	007846	06/22/16	19.90	01-01-5207 SR. CITIZENS COMMISSION	BOWLS, PLATES	
SANCHEZ, BRIDGET	JULY 2016 FM	06/27/16	200.00	01-01-5223 FARMERS MARKET	FARMERS MARKET MANAGER STIPEND	
SHACKEL-HARRIS, KIM	16-06-0624	06/27/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15305 KENTON AVE PERMIT	
SKIERKIEWICZ, KATHLEEN	04088	07/01/16	25.00	01-00-4811 DARE DONATION	MOVING - VEHICLE STICKER REFUND	
SMALL, ROBERT	S1501139.001 EXP REI	05/31/16	523.12	01-05-5401 EQUIPMENT MAINTENANCE	GORDON ELECTRIC TURNLOCK SNG, PLUG EXPENSE REIMBURSEMENT	
SMALL, ROBERT	S1503955.002 EXP REI	06/16/16	165.27	01-05-5401 EQUIPMENT MAINTENANCE	GORDON ELECTRIC TURNLOCK CONN EXPENSE REIMBURSEMENT	
STIRRAT, RYAN	16-05-0576	06/23/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15301 LAMON PERMIT	

Vendor Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
SULLIVAN-WOOD, TIMOTHY	16-06-0648	06/23/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5144 W. 149th ST PERMIT	
THOMPSON ELEVATOR INSPECTION SERVICE	16-1160	04/13/16	100.00	01-11-5503 PROFESSIONAL SERVICES	1 ELEVATOR PLAN REVIEW	
THOMPSON ELEVATOR INSPECTION SERVICE	16-1643	05/23/16	100.00	01-11-5503 PROFESSIONAL SERVICES	1 ELEVATOR PLAN REVIEW	
TRUGREEN	49014313	06/22/16	250.00	01-08-5510 LAWN CARE	CITY HALL CAMPUS VEG CONTROL	
VACHA'S FOREST FLOWERS	1838	05/30/16	60.00	02-17-5399 MISC EXPENSE	WREATH FOR MEMORIAL DAY	
WALERY, DENNIS	16-05-0488	06/28/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6320 W. 157th PL PERMIT	
WAREHOUSE DIRECT*	3108615-0	06/24/16	92.55	01-02-5301 OFFICE SUPPLIES	FOLDERS, COVERS	
WAREHOUSE DIRECT*	C3098854-0	06/23/16	38.62-	01-02-5301 OFFICE SUPPLIES	PAPER CREDIT	
WEIMAR LTD., JOHN A.*	JUNE 2016	06/29/16	150.00	01-01-5501 HEARING OFFICER	L-Court, P-Court	
WEIMAR LTD., JOHN A.*	JUNE 2016	06/29/16	450.00	01-03-5501 HEARING OFFICER	L-Court, P-Court	
WIMMER, JULIANN B.	16-06-0710	06/29/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5924 SCHOOL PERMIT	
WRIGHT CONCRETE RECYCLING INC*	061416L-06	06/14/16	30.00	01-04-5326 LANDFILL	2 - 4 WHEELER CONCRETE DUMPS	
WRIGHT CONCRETE RECYCLING INC*	061716L-21	06/20/16	35.00	01-04-5326 LANDFILL	1 - 4 WHEELER CONCRETE DUMP, 1 6-WHEELER CONCRETE DUMP	
WRIGHT CONCRETE RECYCLING INC*	062116L-06	06/21/16	15.00	01-04-5326 LANDFILL	4 WHEELER CONCRETE DUMP	
YNIGUEZ, LUCIO	16-05-0591	06/27/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4621 NEWBERRY PERMIT	
ZALE, JOHN	16-06-0639	06/21/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15427 ARROYO CT PERMIT	
Z-FORCE TRANSPORTATION INC*	16-149420	06/15/16	2,577.98	02-17-5421 MAINTENANCE OF WATER MAINS	STONE BACKFILL FOR WATER MAIN BREAKS	333
ZOLL MEDICAL CORPORATION	2390119	06/15/16	592.50	01-02-5317 EMS SUPPLIES	ELECTRODES	
Grand Totals:			339,723.19			

OAK FOREST
FINANCE DEPARTMENT

NOTICE
AGENDA ITEM

Supplemental List-of-Bills July 12th, 2016 Fiscal Year 2016-2017
Check Issue Dates: 6/1/2016 - 7/12/2016

Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Description	Gen Description
BEGGARS PIZZA	06-28-16 SB	98272	06/29/16	194.25	01-01-5399	MISC EXPENSE	PIZZA FOR EVENT RECOGNIZING CITY CLERK BU
GRANT MANAGEMENT USA	1819620-93617172	98270	06/27/16	595.00	01-12-5312	TRAINING & TRAVEL	OAK FOREST, IL - GRANT MANAGEMENT CLASS -
MARTINEZ, CATHY	06-21-16 FM REF	98143	06/24/16	75.00	01-01-5223	FARMERS MARKET	FARMERS MARKET FACE PAINTER
MULLOOLY, JAMES	16-03-0106	98271	06/27/16	950.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5420 JAMIE LN PERMIT
POSTMASTER - OAK FOREST	06-24-16 FYI POST	98144	06/24/16	2,444.19	01-01-5304	POSTAGE & FREIGHT	FYI SUMMER 2016 MAILING
POSTMASTER - OAK FOREST	07-05-16 UB POST	98278	07/05/16	1,652.51	02-18-5304	POSTAGE & FREIGHT	UB Postage
Grand Totals:				5,910.95			

M = Manual Check, V = Void Check

OAK FOREST VETERANS COMMISSION

** Meeting **

DATE: Thursday May 19, 2016

19:35

Council Chambers

Chairman: (X) Joe Pilch (was late)
Liaison to the city: (X) Rich Simon

Committee Members: (X) Bill Becker, ( ) Jeanette Dyrek, (X) Dennis Mitzner,( ) Jim Pioth, (X) Joe Pletzke, (X) Paul Selman, ( ) Dennis Siebelt, (X) Robert Small, ( ) Don Snedden, (X) Jim Watson, (X) Rich Wojtowicz
Honorary Member: Wayne Snedden, Jack King
Guest:

1. **Pledge of allegiance**

2. **Roll Call**

3. **Approval of Minutes**
- Motion to approve the minutes of April meeting by Bob Small 2nd by Bill Becker.

4. **Liaison to the City Report:**
- Construction of flag depository will start after Memorial Day. Social Services Corporation is paying the cost of building this memorial to the flag.
- The New flags and brackets are being put up on Cicero.

5. **OLD BUSINESS:**
- Luggage tags have arrived and will be passed out.
- Oak- Fest opens June 30 we are being asked to do the honoring of our local heroes (**Veterans**, Police, Fire, EMA) at 21:00. Dennis Mitzner will have a prayer. Joe Pilch has talked with Oak Forest choir at Memorial Day service. Oak Forest High School choir ladies said they will attend the choir director will be out of town.
- Oak-Fest is asking for a donation to the fireworks opening night; the cost is $5000. Motion made by Bob Small to donate $1,000 and 2nd by Jim Watson. All in favor motion passed; none opposed.
- The Vietnam moving wall was in East Hazel Crest Saturday May 7th started at 9:30 AM and was pretty cold and windy. This is the only time the wall is in Illinois. Thanks to Dennis Mitzner and Paul Selman for attending.
- Oak Forest Senior luncheon on Thursday May 26. We posted colors for that event.
- It was brought up to look into getting our logo on a patch instead of embroidered on the dress shirts, may work for polos too. Jeanette has some information on patches.
- Who needs polos? Paul and Jeanette need polos. It was decided to get patch before ordering polos.

6. **NEW BUSINESS:**

- Veterans Commission flag. Paul Selman will draw something up with Veterans logo. Do we want all branches of service on flag? We need a flag to fly outside and another one for a back-up. Wording "Veterans Helping Veterans"?
- Garrison caps for all members that participate at events. The members that have garrison caps will use the caps they have. The other members can have hats from their branch of service.
- Discuss bringing the "Wall That Heals" to Oak Forest in the future maybe 2 -3 years.
- Anything for the good of commission or veterans? Around the table.
    - Paul Selman seen a car dealer in Crestwood (14102 Cicero) that has raggedy American flags flying. Paul got a quote to take down the flags for $200. The dealer ship didn't want to pay the price. Paul will notify Crestwood about flags at dealer ship.

7. **ADJOURNMENT:** Adjourn by chairman at 20:15.

Our next meeting is Thursday June 16, 19:30 in the City Council chambers.

CITY OF OAK FOREST

PLANNING/ZONING COMMISSION MEETING

Wednesday

June 1, 2016

The Plan/Zone Commission meeting was called to order by Chairman Stuewe at 7:00 p.m. with Roll Call. The Pledge of Allegiance was led by Mr. Cowgill.

PRESENT: Mrs. Morrissy
Mr. Riha
Mr. Ziak
Mr. Schroeder
Mr. Cowgill
Mr. Wolf
Chairman Stuewe

ABSENT: Mr. Walsh
Mr. Oostema

PUBLIC MEETING - PZC CASE #16-008

Chairman Stuewe introduced PZC Case #16-008, Petitioner City of Oak Forest.

Community Planner Katie Ashbaugh explained that this re-subdivision is being proposed in order to redefine the lot lines at 16001 to 16005 Lorel Avenue, creating equal building envelopes. Currently, the north lot is 100' wide and the south lot is 50' wide.

Mr. Ziak asked whether the City is re-subdividing these lots for marketing purposes. Miss Ashbaugh responded affirmatively.

Mr. Schroeder asked if sidewalks, etcetera will come into play after a developer comes forward. Miss Ashbaugh responded affirmatively, noting that sidewalks currently are not being planned for.

Mr. Wolf commented that sidewalks are required by the Building Code. Chairman Stuewe agreed that a future developer will need to follow what is required for new buildings on a lot.

Mr. Wolf asked whether there is a restriction on the setback for the corner lot. Miss Ashbaugh explained that the setback requirement was accounted for when realigning the lot lines. Both lots will have the same building envelope, but the northern (corner) lot will be 78′ wide in order to allow for the additional setback.

Mr. Dotson added that the City owns these lots and will have stipulations on what will be built and what elements will be required in order to improve this corner. He believes the City may be willing to discount the lots in order to achieve a better quality of home, thus setting an example for future in-fill housing.

Mr. Dotson agreed with Miss Ashbaugh that these City-owned lots meet the zoning requirements. He explained that the City would like this re-subdivision approved so they can begin talking about engineering requirements, aesthetics, etcetera, and the lots eventually can be put out for sale.

Chairman Stuewe asked whether this will come before PZC for review, once a developer is involved. Mr. Dotson confirmed that there will be a final PZC review. He explained that there is no Design Review for single-family; however, the City will set criteria for the type of houses that can be built on this corner.

There were no further comments or questions.

Chairman Stuewe requested a motion to approve PZC Case #16-008, Petitioner City of Oak Forest, for the preliminary plat of the two lot re-subdivision located in the R-3 Single Family Zoning District at the southeast corner of 160th and Lorel (16001 to 16005 Lorel Avenue), subject to the City Engineer's and Public Works approval.

Mr. Wolf made the motion.

Mr. Cowgill seconded.

The Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Mr. Wolf			Mr. Walsh
Mrs. Morrissy			Mr. Oostema
Mr. Riha			
Mr. Ziak			
Mr. Schroeder			
Mr. Cowgill			
Chairman Stuewe			

The motion to approve PZC Case #16-008 carried, 7/0, with Two ABSENT.

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Mr. Ziak asked whether the City should incorporate Design Review for single-family, due to the small number of available lots in the City. Mr. Dotson agreed that this could be considered. He noted that a Design Guidelines handbook is being developed with the help of Zoning Counsel and can include single-family. He explained that there could be legal implications. He suggested discussing this over the summer.

****

DESIGN REVIEW - DR CASE #16-003

Chairman Stuewe introduced DR Case #16-003, a preliminary design review, Petitioner Heidner Properties.

Miss Ashbaugh explained that the Petitioner has presented a very general sketch of proposed façade improvements and is seeking direction/comments from the Commissioners. She noted that Staff included photos/examples of strip centers and what the City would like to see at the property in question, in order to guide the discussion.

Miss Ashbaugh added that a Design Guidelines handbook is being developed for use by Staff, PZC and developers. She explained that the handbook will guide developers to produce higher quality façades and site layouts, especially in the commercial corridors. Staff has submitted questions for the Commissioners to answer and would appreciate responses to by June 10th in order to get direction on what the Commissioners would like to see in the community.

Mr. Dotson explained that City Council needs to act on a liquor license that the strip center Lessee is requesting. He added that the property owner also is a gaming terminal owner and is willing to put his 1/3 share back into the property. However, if the liquor license is denied, the property owner will repair the façade and carry on as is.

Mr. Dotson went on to state that the property owner will come in with a full design if the liquor license is approved, but he is requesting input as to what the Commissioners want in terms of the façade improvements. Mr. Dotson explained that there are limitations on what can be done to an existing building's façade, in terms of materials, etcetera.

Mr. Dotson stated that he hopes to have the Design Guidelines handbook ready by the end of summer, with input from the Commissioners. He agreed that single-family can be included in the handbook, assuming the Commissioners wish to move in that direction.

Chairman Stuewe asked about the preliminary design the Petitioner has submitted for tonight's meeting. Mr. Dotson responded that the sketch was given to Staff with a request for suggestions and/or comments. He briefly explained what is seen on the preliminary sketch, noting that the building in question has three street sides.

Mr. Cowgill commented that he would like to see what the Petitioner will propose for the side views of the building, not just the 159th Street view. Chairman Stuewe agreed.

Mr. Wolf stated that he would like to have a complete view of the building. He talked about a design packet that included requirements for certain building materials, but mostly on new developments. He suggested resurrecting that design packet as a place to start.

Mr. Wolf and Mr. Dotson discussed the property in question, which currently houses a currency exchange, the former Eddie's Jewelry (now vacant), and a Goodyear tire dealer.

Mr. Wolf talked about the aesthetics, accents and lighting of the building. He voiced the opinion that LED (rope) lighting around the windows detracts from what the City is trying to accomplish. Mr. Dotson commented that interior lighting really is not associated with the façade. He explained that the Petitioner is

looking for guidance in terms of exterior lighting on the building, etcetera, so that the final plan will include what the Commissioners are looking for.

Mr. Wolf talked about the example pictures provided. He specifically approves of the example on Page Four (middle). Chairman Stuewe agreed but also briefly talked about Page Five.

Mr. Dotson asked whether the Commissioners want the corners more pronounced and what other elements the Commissioners want to see. Chairman Stuewe commented that he would like the corners brought out a little, rather than a flat look.

Mr. Wolf asked whether the Petitioner is going to be layering over the existing wall with a new brick face. Mr. Dotson responded that this would not preclude popping out. Mr. Wolf suggested popping out the Goodyear, currency exchange and two store fronts (the entire left side), giving the stores their own areas. A brief discussion ensued.

Mr. Dotson asked for suggestions regarding the garage areas. A discussion ensued about the pictures. Chairman Stuewe talked about setting the end heights different, giving the impression of stores and then a workshop area.

Mr. Dotson asked about gooseneck lighting. Chairman Stuewe and several others responded in agreement. Mr. Dotson commented that it is easier to ask for these elements now than later.

Chairman Stuewe asked about signage. Mr. Dotson stated that the Petitioner's sign company has proposed a $60,000.00 sign package that includes a nice monument sign on the corner. This will come through for Design Review.

Mr. Dotson stated that the Petitioner in question does some of the best landscape maintenance in the City but does realize that works needs to be done on the building itself.

Mr. Wolf asked for awnings over the doors and windows of the store fronts. Mr. Dotson made note of this request.

For clarification, Mr. Dotson noted that the Commissioners want the 'pop' at the 750' auto repair unit. Chairman Stuewe confirmed this. A brief discussion ensued. Chairman Stuewe clarified that the garage door spaces need to be included in the 'pop'. Mr. Dotson made note of this.

Mr. Wolf again referred to Page Four (middle) of the examples, commenting that he prefers showing the different elevations by using the crown molding at the top. He does not care for the arches. Mr. Dotson agreed to use that specific example, showing that the petitioner needs to use cornices and molding at the peak of the rooflines.

Mr. Ziaz commented that he likes the example on Page Four, showing stone going up to the roofline between the units, creating a border. Mr. Dotson made a note to request cultured stone up to the top between the currency exchange and the vacant unit and at the corners.

Mr. Ziak also commented favorably about the different colors in the middle picture on Page Three. A discussion ensued about pictures on Pages Three and Four and types of stone. Mr. Dotson, Chairman Stuewe and others also discussed using stone around the area of the Goodyear service door. Mr. Dotson made note to request three columns of stone on the façade.

Chairman Stuewe asked about continuing the stone on the wraparound areas at the ends of the building. Mr. Dotson agreed that equal amounts should be used on both sides and corners. He asked about using stone to pop out on the left side, as Mr. Ziak requested. Chairman Stuewe responded that this will complete the area. Mr. Dotson made note of this.

Mr. Wolf talked about the top picture on Page Three, showing varied elevation at the corners. He and Mr. Dotson discussed wrapping/pronouncing the corner. Mr. Dotson made note that the corner should be pronounced (crown molding) and then the height will drop on the side of the building. Mr. Schroeder also commented favorably about this.

Mr. Wolf asked about lighting on the sides. He and Mr. Dotson briefly discussed lighting.

Mr. Schroeder asked whether the mechanical equipment is on the roof. Mr. Dotson responded affirmatively. He added that he will make sure the developer has this screened properly, especially on the two sides.

Mr. Dotson commented that it is good to have this preliminary proposal so the Commissioners can make their façade design recommendations. The Petitioner can then include the preferred design aspects in his final plan. Chairman Stuewe agreed.

Mr. Dotson stated that Staff will require that the façade be near completion before occupancy. He added that Goodyear is leaving in late-August and the Petitioner is anxious to start the façade improvement. If the Petitioner gets the liquor license, they will be doing exterior and interior work. Mr. Dotson believes the Petitioner will quickly return with the architectural drawings for review.

Mr. Wolf asked about an ordinance requiring a specific minimum square footage in order to get a liquor license. Mr. Dotson responded that the liquor license ordinance was never changed and there is no minimum square footage. A brief discussion ensued.

****

OLD BUSINESS

Mr. Dotson stated that the Halikias property is nearing finalization of their Redevelopment Agreement at 159th and Laramie. He noted that the architectural plans will need to be reviewed by Design Review. These plans will include the façade, parking lot lighting, pole sign removal, monument sign construction, etcetera. Mr. Dotson added that this project is in the Halikias construction schedule for this year. He spoke about the positive effects the Halikias project will have at this intersection.

Mr. Wolf talked about 95th Street in Oak Lawn. He went on to use Subway as an example and then questioned how prominent a monument sign needs to be when the actual business has its sign 30' away on the building itself.

Mr. Dotson commented that the Commissioners can discuss limiting signage, but most business owners want more signage. He agreed to research the issue.

Mr. Wolf commented that he does not have a strong opinion, one way or the other. Mr. Dotson commented that signage discussions should be part of design review.

Mr. Dotson briefly talked about having a business-friendly environment in the City. He pointed out that business owners and/or developers have a problem with uncertainty and lengthy processes. He added that some businesses will decide to go to a

different community if they can't get the signage package they need/want.

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UPCOMING MEETINGS

Mr. Dotson noted that there may be a design review on the agenda for the next meeting.

Miss Ashbaugh stated that the July 6th meeting will include PZC training with Zoning Counsel to refresh the process. She also will be going over a work plan pertaining to development of the Design Guidelines handbook.

Mr. Dotson added that the joint meeting with the E.A.C. should be held at the end of the Design Guidelines discussions, especially in terms of signage. He also believes there may be more than one design review workshop with Zoning Counsel this summer.

Mr. Dotson stated that there may be a large P.U.D. opportunity returning to the City, pertaining to the previously-proposed senior community on 151st Street. He feels that the PZC training and workshops will help prepare the Commissioners.

Chairman Stuewe asked about Mr. Silverman's return. Mr. Dotson responded that Mr. Silverman will be at the training classes on July 6th.

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APPROVAL OF MINUTES

Chairman Stuewe requested a motion to approve the minutes of May 18, 2016. No additions, deletions or corrections were requested.

Mr. Cowgill made the motion.

Mr. Schroeder seconded.

The Roll Call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Mr. Cowgill			Mr. Walsh
Mr. Wolf			Mr. Oostema
Mrs. Morrissy			
Mr. Riha			
Mr. Ziak			
Mr. Schroeder			
Chairman Stuewe			

The motion to approve the minutes of May 18, 2016 carried, 7/0, with Two ABSENT.

****

ADJOURNMENT

Everyone was in agreement and the meeting adjourned.

For CHAIRMAN JAMES L. STUEWE

City of Oak Forest

BAXTER & WOODMAN

Client Manager:

Steve Amann
samann@baxterwoodman.com
Project Status Report Issued On: 7/7/2016

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	Continued preliminary design and CAD work. Began lighting design.	Continue preliminary design and CAD work. Continue lighting design	None.	6/20/2016
152nd Street Basin Sanitary Rehab - Construction and Canvassing (P.O. 6352) Job Number: [110080.60]	Sean O'Dell (773) 444-0292 sodell@baxterwoodman.com	9/1/2016	Rehab design is 99% complete. B&W completed QA/QC review.	Final peer and client review before bidding	Awaiting Rich markups to add	7/7/2016
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 regarding construction/development issues.	None; awaiting resubmittals or further requests for assistance.	None.	7/7/2016
Rustic Oaks Site Plan Review Extra Work (P.O. 379) Job Number: [150910.81]	Steve Amann (708) 478-2090 samann@baxterwoodman.com	6/15/2016	Complete and issue additional reviews of additional submittals; assist developer in submittal process.	None; project is complete.	None.	6/21/2016
2016 MWRD I/I Submittal Assistance (PO 238) Job Number: [160230.30]	Sean O'Dell (773) 444-0292 sodell@baxterwoodman.com	6/30/2016	Prepared and submitted response to MWRD.	None.	None	7/7/2016
Starbucks - ATI Building Site Plan Review (P.O. 268) Job Number: [160323.80]	Steve Amann (708) 478-2090 samann@baxterwoodman.com	5/13/2016	Final reviews and approval of project submittals.	None; plan review work is complete.	None	7/7/2016

RECEIVED
JUL 07 2016
BY: _____

15440 CENTRAL AVENUE
OAK FOREST IL 60452-2104

TELEPHONE: 708-687-4050
FAX: 708-687-8817

OAK FOREST

ALL GOOD THINGS CLOSE TO HOME

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CERTIFICATION

I, DAVID M. NEUMAN, CITY CLERK OF THE CITY OF OAK FOREST, ILLINOIS DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE, ACCURATE COPY OF THE CITY OF OAK FOREST'S ORDINANCE NO. 2016-06-0608O ESTABLISHING THE WEST 159TH STREET CORRIDOR REDEVELOPMENT PROJECT PLAN (TIF #7), WHICH WAS APPROVED BY THE CITY COUNCIL ON JULY 12, 2016.

THE SEAL AFFIXED HERETO IS THE OFFICIAL SEAL OF THE CITY OF OAK FOREST, AND THIS CERTIFICATE IS HEREBY EXECUTED UNDER SUCH OFFICIAL SEAL.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 13TH DAY OF JULY, 2016.

David M. Neu

DAVID M. NEUMAN
CITY CLERK

(SEAL)

CITY OF OAK FOREST

City Council Agenda Memo

DATE: **June 24, 2016**

TO: **Mayor and City Council**

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

SUBJECT: Approval of Ordinances 2016-06-0608O, 2016-06-0609O, 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area, West 159th Street Corridor.

Background

Staff has been working on the TIF #7 project area as part of the TIF #3 amendment. TIF #7 would include the following area along 159th Street east of Laramie and west of Metra tracks, north along the Metra tracks and east of Lamon Avenue where boundary ends just north of 157th Street. 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. TIF #7 cannot be created until TIF #3 is approved. If the Governor signs the TIF #3 extension before the June 28th meeting, the three TIF #7 ordinances will be tabled to July 12th for approval. If the Governor does not sign before June 28th, the TIF #3 ordinances will be tabled to July 12th and the TIF #7 ordinances will be tabled to the July 26th meeting.

Action Requested

Approval of Ordinances 2016-06-0608O, 2016-06-0609O, and 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area West 159th Street Corridor.

Recommendation

Community Development recommends approval of Ordinances 2016-06-0608O, 2016-06-0609O, and 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area West 159th Street.

ORDINANCE NO. 2016-06-06080

AN ORDINANCE APPROVING THE CITY OF OAK FOREST WEST 159TH STREET CORRIDOR TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA REDEVELOPMENT PLAN AND PROJECT (TIF DISTRICT #7)

WHEREAS, the City Council of the City of Oak Forest (hereinafter referred to as the "City") desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the "TIF Act") for the proposed Oak Forest West 159th Street Corridor Tax Increment Financing District (hereinafter referred to as "TIF District #7") redevelopment plan and project (hereinafter referred to as the "TIF Plan"), and designate the tax increment redevelopment project area (hereinafter referred to as the "Redevelopment Project Area") relative to TIF District #7; and

WHEREAS, the City authorized a study in regard to the designation of the Redevelopment Project Area for TIF District #7 and the preparation of the TIF Plan in relation thereto; and

WHEREAS, on December 8, 2015, the City announced the availability of the TIF Plan, with said TIF Plan containing an eligibility study for TIF District #7, addressing the tax increment financing eligibility of the Redevelopment Project Area (hereinafter referred to as the "Eligibility Study"); and

WHEREAS, the City Council of the City desires to implement tax increment financing pursuant to the TIF Act for the TIF Plan within the municipal boundaries of the City and within the Redevelopment Project Area described and depicted in EXHIBIT A-1 and EXHIBIT A-2, both being attached hereto and made part hereof; and

WHEREAS, 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 approving the TIF Plan in relation to TIF District #7, in that the City has taken the following actions:

	ACTION	**DATE TAKEN**
1.	Approved the contract with Kane McKenna, for the preparation of the Eligibility Study and the TIF Plan	July 7, 2015
2.	Published the TIF Interested Parties Registry Notice in the local newspaper	November 18, 2015
3.	Announced the availability of the Eligibility Study and the TIF Plan, and announced the time and date of the Public Meeting	December 8, 2015
4.	Mailed notice of the Public Meeting: • 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 17, 2015
5.	Held the Public Meeting	January 7, 2016
6.	Approved Ordinance No. 2016-01-0582O calling for a Joint Review Board meeting and a public hearing relative to the proposed approval of the Redevelopment Project Area and the TIF Plan in relation thereto	January 26, 2016
7.	Mailed a copy of Ordinance No. 2016-01-0582O, the Eligibility Study and the TIF Plan, along with a notice of the Joint Review Board meeting and the public hearing: • 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 Eligibility Study and TIF Plan: • 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.	Published notice of the public hearing in the local newspaper twice	March 14, 2016 and March 21, 2016
11.	Mailed notices of the public hearing: • 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 24, 2016
12.	Held a public hearing	April 12, 2016

; and

WHEREAS, on February 16, 2016, the Joint Review Board, relative to TIF District #7, recommended the approval of the Redevelopment Project Area and approval of the TIF Plan in relation thereto; and

WHEREAS, pursuant to the TIF Act, the City has waited at least fourteen (14) days, but not more than ninety (90) days, from the public hearing date to take action on this Ordinance approving the TIF Plan; and

WHEREAS, the TIF Plan sets forth the conditions in the Redevelopment Project Area qualifying the Redevelopment Project Area as a "conservation area" in part, and a "blighted improved area" in part; and the City Council of the City has reviewed testimony concerning said conditions presented at the public hearing and is generally informed of the conditions causing the Redevelopment Project Area to qualify as a "conservation

area" in part, and a "blighted improved area" in part, as said terms are defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3); and

WHEREAS, the City Council has reviewed the conditions pertaining to the lack of private investment in the Redevelopment Project Area to determine whether private development would take place in the Redevelopment Project Area as a whole without the adoption of the TIF Plan; and

WHEREAS, it is the intent of the City Council to utilize the tax increment from all sources authorized by law; with such revenues to be exclusively utilized for the development of the TIF Plan within the Redevelopment Project Area (except as provided in 65 ILCS 5/11-74.4-4(q); and

WHEREAS, the Redevelopment Project Area would not reasonably be redeveloped without the use of such incremental revenues; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the Redevelopment Project Area would be substantially benefited by the TIF Plan improvements;

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

SECTION 1: That the City Council hereby makes the following findings:

A. The area constituting the Redevelopment Project Area is described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, attached hereto and made part hereof;

B. There exist conditions which cause the area proposed to be designated as the Redevelopment Project Area to be classified as a "conservation area" in part, and a "blighted improved area" in part, as such terms are defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3);

C. The Redevelopment Project Area on the whole has not been subject to growth and redevelopment through investment by private enterprise and would not be reasonably anticipated to be redeveloped without the adoption of the TIF Plan;

D. The Redevelopment Project Area would not reasonably be redeveloped without the tax increment derived from real property tax incremental revenues, and the increment from such revenues will be exclusively utilized for the redevelopment as outlined in the TIF Plan within the Redevelopment Project Area (except as provided in 65 ILCS 5/11-74.4-4(q);

E. The TIF Plan conforms to the City's Comprehensive Plan for the development of the City as a whole;

F. The parcels of real property in the Redevelopment Project Area are contiguous and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the TIF Plan are included in the Redevelopment Project Area;

G. The estimated date for final completion of the TIF Plan is December 31st of the year in which the payment to the City Treasurer is made with respect to *ad valorem* taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted, which, as to TIF District #7, is December 31, 2040; and

H. The estimated date for retirement of obligations incurred to finance TIF Plan costs 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 twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted, which, as to TIF District #7, is December 31, 2040.

SECTION 2: That the TIF Plan, which was the subject matter of the public hearing held on April 12, 2016, is hereby adopted and approved. A copy of said TIF Plan is attached hereto as EXHIBIT B and made a part hereof.

SECTION 3: 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.

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

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this 12TH day of JULY, 2016, pursuant to a roll call vote as follows:

AYES: 6

NAYS: 0

ABSENT: 1

APPROVED by me this 12TH day of JULY, 2016.

Henry L. Kuspa, Mayor

ATTEST:

, City Clerk

Published by me in pamphlet form this 12TH day of JULY, 2016.

, City Clerk

EXHIBIT A-1

City of Oak Forest
West 159th Street Corridor Tax Increment Financing District
(TIF District #7)

Redevelopment Project Area Description
(Legal Description, Permanent Tax Index Numbers
and Common Boundary Description)

(attached)

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 33 OF ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION RECORDED FEBRUARY 13, 1925 AS DOCUMENT NO. 8775287; THENCE SOUTH ALONG THE WEST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 9 IN ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS RECORDED MARCH 3, 1919 AS DOCUMENT NO. 6474196; THENCE SOUTH ALONG THE WEST LINE OF LOTS 6 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE WEST TO THE NORTHEAST CORNER OF LOT 14 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE WEST ALONG THE NORTH LINE OF LOTS 14 AND 26 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 26 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG THE WEST LINE OF LOTS 23 THROUGH 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE WEST TO THE NORTHEAST CORNER OF LOT 5 IN DAVEY JONES RESUBDIVISION RECORDED DECEMBER 13, 1978 AS DOCUMENT NO. 24762098; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF THE WEST 60 FEET OF LOT 51 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID WEST 60 FEET; THENCE WEST ALONG THE NORTH LINE OF LOTS 51 AND 62 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 62; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 97 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 97 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOTS 97 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 110; THENCE SOUTH ALONG THE WEST LINE OF LOTS 109 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF THE NORTH 70 FEET OF SAID LOT 109; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 70 FEET TO A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 108 AND 109 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG SAID PARALLEL LINE TO A POINT THAT IS 32 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTHEASTERLY TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTH TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET SOUTH OF THE NORTH LINE OF LOT 10 IN BLOCK 2 IN OAK FOREST HILLS RECORDED AUGUST 3, 1922 AS DOCUMENT 7597370; THENCE SOUTHWESTERLY TO A POINT THAT IS 17 FEET EAST OF THE WEST LINE AND 32 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10; THENCE SOUTH ALONG A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 10 THROUGH 13 IN SAID BLOCK 2 TO THE SOUTH LINE OF SAID LOT 13; THENCE EAST ALONG THE SOUTH LINE OF LOTS 13 AND 14 IN SAID BLOCK 2 TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

ALONG THE EAST LINE OF LOTS 14 THROUGH 16 IN SAID BLOCK 2 TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 1 IN SAID OAK FOREST HILLS; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 10 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOT 14 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING ON THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTHEAST ALONG SAID NORTHWESTERLY LINE TO THE NORTHEAST CORNER OF LOT 4 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 5 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5 TO A BEND POINT IN THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF LOTS 5 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 33 IN AFORESAID ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 14 TO THE POINT OF BEGINNING.

PREPARED DECEMBER 3, 2015

PREPARED BY:
MANHARD CONSULTING LTD.
700 SPRINGER DRIVE
LOMBARD, ILLINOIS 60148
PHONE: 630-691-8500

City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers

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City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers

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City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers:

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28-16-412-036-0000

Common Boundary Description

The Redevelopment Project Area (the "RPA") of the TIF Redevelopment Plan and Project is generally bounded by the frontage properties adjacent to Cicero Avenue to the east, Laramie Avenue to the west, 156th Street to the north, and the southern border is formed along *the Rock Island (Metra) Railroad Line (between Cicero Avenue and Laramie Avenue) as well as* 159th Street.

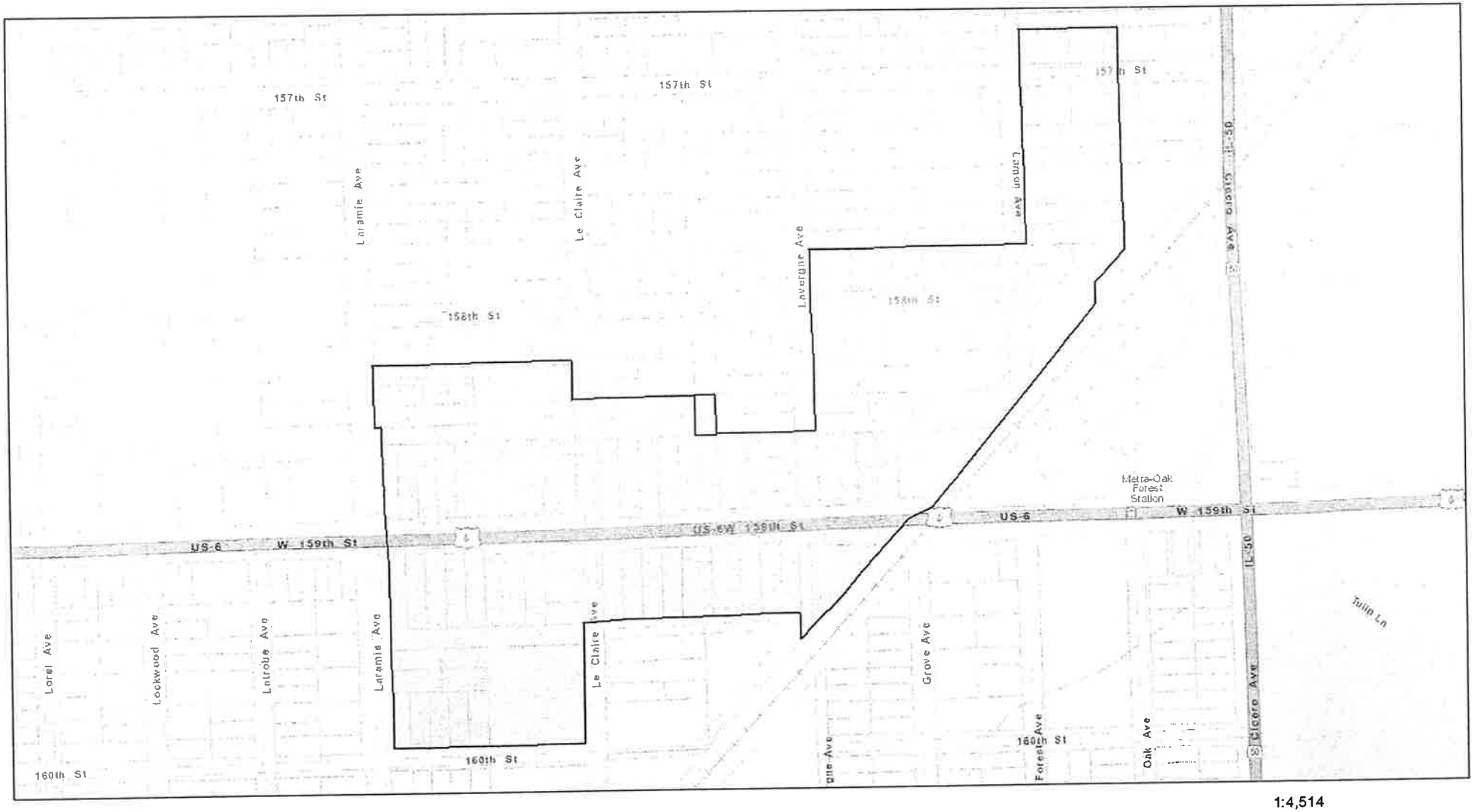
EXHIBIT A-2

City of Oak Forest
West 159th Street Corridor Tax Increment Financing District
(TIF District #7)

Redevelopment Project Area
Street Location Map

(attached)

TIF District #7



February 22, 2016

TIF District 7 (Proposed)

Parcels

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

EXHIBIT B

Redevelopment Plan and Project for the
City of Oak Forest
West 159th Street Corridor Tax Increment Financing District
(TIF District #7)

(attached)

CITY OF OAK FOREST
REDEVELOPMENT PLAN AND PROJECT
TAX INCREMENT FINANCING NO. 7
(WEST 159TH STREET CORRIDOR)

Jointly Prepared By:

City of Oak Forest, Illinois

and

Kane, McKenna and Associates, Inc.

April, 2016

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I. INTRODUCTION

The City of Oak Forest is a community located approximately twenty-five (25) miles south of the City of Chicago's "Loop". The City is generally bisected by Central Avenue from north to south and 159th Street from east to west. The City is located in Cook County and is generally bounded by the Village of Midlothian and Forest Preserve property on the north, unincorporated property on the west, the Village of Tinley Park on the south and the City of Markham and Forest Preserve property on the east.

The Redevelopment Project Area (the "RPA") of the TIF Redevelopment Plan and Project is generally bounded by the frontage properties adjacent to Cicero Avenue to the east, Laramie Avenue to the west, 156th Street to the north, and the southern border is formed along the Rock Island (Metra) Railroad Line (between Cicero Avenue and Laramie Avenue) as well as 159th Street. This location is the primary gateway location into the City from the east (I-57) and serves as the cross-roads of the two regional arterials that traverse the City, 159th Street (U.S. Route 6) and Cicero Avenue (IL Route 50). The proposed TIF District contains 178 tax parcels and consists of two Sub-Areas (Sub-Area #1, Sub-Area #2) that are predominantly a mix of single and multi-family residential, commercial/retail, and industrial uses.

The area was identified in the City of *Oak Forest Comprehensive Plan* (2008) as a key focus area and one primed for potential growth. The majority of the RPA is identified in the *Oak Forest Metra Station Subarea (*2008) section of the *Comprehensive Plan*, and as an area that could be subject to redevelopment in the near future. The location of several large parcels offers the opportunity for redevelopment and expansion of the area's tax base.

A. The Redevelopment Plan

The City recognizes the need for implementation of a strategy to revitalize existing properties within the boundaries of the RPA and to stimulate and enhance private development. Private investment attraction and redevelopment of properties are key components of the strategy. The needed private investment may only be possible if tax increment financing (TIF) is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act (the "Act") Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq., as amended. Incremental property tax revenue generated by redevelopment activities will play a decisive role in encouraging private redevelopment. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts which encompass the area in the form of a significantly expanded tax base.

The designation of the area as a Redevelopment Project Area will allow the City to address area deficiencies by undertaking the following measures, including (but not limited to):

- Providing viable uses/redevelopment for the property located within the RPA;
- Address ongoing underutilization of properties and redevelop the properties in conformance with City standards;
- Providing infrastructure that is adequate in relation to City redevelopment plans;
- Providing funding to improve ingress and egress requirements that satisfy area circulation, parking and connections to major arterials;
- Entering into redevelopment agreements in order to include the redevelopment of property and/or to induce new development to locate within the RPA;
- Improving area appearance through landscape, streetscape and signage programs.

A map of the RPA boundaries is included in Exhibit 1 and is a part of this Redevelopment Plan and Project. The area on the whole would not reasonably be anticipated to be redeveloped in a coordinated manner without the adoption of a Redevelopment Plan and Project. The City, with the assistance of Kane, McKenna and Associates, Inc. has commissioned this Redevelopment Plan and Project to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will assist in the redevelopment of the area with private capital and provide for increased valuation of the property.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the Redevelopment Plan and Project. Also pursuant to the Act, the area is not less in the aggregate than 1½ acres.

Through this Redevelopment Plan and Project, the City will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts which encompass the RPA in the form of a stabilized and expanded tax base and creation of new employment and investment opportunities within the City as a result of new private redevelopment in the area.

B. Summary

The City, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;
- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be taken;
- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;
- That public/private partnerships are determined to be necessary in order to achieve development goals;
- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and development would not reasonably be expected to be achieved;
- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment; and
- That the TIF Redevelopment Plan conforms to the City's Comprehensive Plan.

It is further found, and certified by the City, in connection to the process required for the adoption of this Plan pursuant to the Act, that the projected redevelopment of the RPA would not result in the displacement of ten (10) inhabited residential units or more. Therefore, this Plan does not include a Housing Impact Study.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Exhibit 2.

III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

The following goals and objectives are presented for the RPA in conformance with the City's Comprehensive Plan (including any amendments thereto). The City's Comprehensive Plan was established in 1964 and amended in 1997, 2000, and updated in 2008 (the "Comprehensive Plan").

A. General Goals of the City

The 2008 Comprehensive Plan identifies the following land use goals that are associated with City development and planning issues:

1. "Develop and redevelop sites in a manner that has long-term stability and provides for employment, economic, cultural, social and lifestyle needs for City residents.

2. Encourage new development and redevelopment along major commercial corridors and in industrial and unincorporated vacant areas where they will be compatible with adjoining land uses.

3. Promote new commercial and mixed use development and redevelopment, with emphasis on aging, vacant, and underutilized locations especially along major corridors.

4. Encourage coordinated commercial and mixed use development and redevelopment in "nodes" at major intersections and around the Metra station. Mixed uses should be coordinated and contiguous, with adequate visibility and access for ground floor commercial spaces.

5. Implement regular and active property maintenance and code enforcement in commercial and industrial areas.

6. Amend business district zoning regulations as needed to promote the City's commercial development goals and long-range land use plan."

Source: Page 25, "2008 Comprehensive Plan", City of Oak Forest

The City seeks to cultivate, maintain and forge strong public/private partnerships which will capitalize upon the community's resources in implementing its economic and land use plans, policies and programs.

B. Specific Objectives for the RPA

The "Comprehensive Plan" recommends a set of development and redevelopment objectives for Metra Station Sub Area with the following key features:

1. Align City codes and incentive programs with the development types and quality desired within the Metra Station area, to proactively impact the outcome of redevelopment efforts.

2. Align zoning in the Metra Station area with the intent of the Plan, including facilitating the expansion of commercial lot depths along the west side of Cicero Avenue between 153rd and 158th Streets while maintaining residential uses along Lamon Avenue.

3. Consider strategic City land acquisition through voluntary sales to assemble parcels of suitable size for redevelopment in the Metra Station area.

4. Maximize the use of external resources to leverage City funds in encouraging redevelopment in the Metra Station area.

5. Consider varied incentive programs and tools to facilitate redevelopment in the Metra Station area, to include a tax increment finance (TIF) district (or expansion of an existing district), a business improvement district (BID), and/or loan or grant programs to encourage and facilitate private sector redevelopment efforts.

Source: Page 32, "2008 Comprehensive Plan", City of Oak Forest

C. Redevelopment Objectives

The purpose of the RPA designation will allow the City to:

1. Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal;

2. Reduce or eliminate negative factors as more fully described in the TIF Eligibility Report;

3. Accomplish redevelopment over a reasonable time period;

4. Provide for high quality development within the RPA;

5. Provide for an attractive overall appearance of the area; and

6. Return property to productive reuse.

The implementation of the Redevelopment Plan and Project will serve to improve the physical appearance of the RPA and contribute to the economic development of the area. The implementation of the RPA will provide new employment opportunities for the community and City residents.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH WITHIN THE RPA AND ASSESSMENT OF FISCAL IMPACT ON AFFECTED TAXING DISTRICTS

A. Evidence of the Lack of Development and Growth Within the RPA

As found in Exhibit 3 of this Redevelopment Plan and Project, the RPA has suffered from certain impediments to redevelopment. The area has not in recent years benefited from significant private investment and/or development. As a result, the RPA is not likely to gain in value without encouragement by the City.

For the purposes of this evaluation, the RPA has been subdivided into two Sub-Areas: Sub-Area #1 and Sub-Area #2 both of which separately evidence obsolescence, lack of community planning, lagging or declining EAV, and deterioration among other factors.

B. Assessment of Fiscal Impact on Affected Taxing Districts

It is not anticipated that the implementation of this Redevelopment Plan and Project will have a negative financial impact on the affected taxing districts. Instead, actions taken by the City to stabilize and cause growth of its tax base through the implementation of this Redevelopment Plan and Project will have a positive impact on the affected taxing districts by arresting potential assessed valuation declines.

It is not anticipated that the RPA will require increased services from any affected taxing districts except by the City. Strategies will be encouraged to promote growth via private investment within the area, and redevelopment objectives are geared to stabilize the RPA's existing strengths and revitalize the RPA's redevelopment potential. Should the City achieve success in attracting private investment which does result in the need for documented increased services from any taxing districts, the City will consider the declaration of sufficient surplus funds, which funds are neither expended nor obligated, as provided by the Act, to assist affected taxing districts in paying the costs for the increased services. Pursuant to the TIF Act, the City shall provide for the payment of school district tuition costs or library districts associated with projects assisted by TIF funding.

Any surplus Special Tax Allocation Funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the City, after all TIF eligible costs either expended or incurred as an obligation by the City have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the City as provided by the Act.

V. TIF QUALIFICATION FACTORS EXISTING IN THE REDEVELOPMENT PROJECT AREA

A. Findings

The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. The proposed TIF District consists of two Sub-Areas (Sub-Area #1, Sub-Area #2) that are predominantly a mix of single and multi-family residential, commercial, and industrial uses. KMA completed its analysis for both Sub-Areas (#1 and #2) of the RPA based on two criteria:

Sub-Area #1 was evaluated based on the "conservation area" criteria found in the TIF Act (the "Conservation Area Definition"). The Conservation Area Definition states that at least fifty percent (50%) or more of the area's structures must be over thirty-five (35) years in age and there must be three (3) of the thirteen (13) qualification factors contained in the TIF Act must be present for a finding of a conservation area. Based upon KMA site surveys, City and Cook County data, approximately 84 percent (84%) of the structures within Sub-Area #1 were found to be thirty-five (35) years of age or greater. Additionally, Kane, McKenna and Associates with the assistance of City staff, have identified six (6) qualification factors that are distributed throughout the area.

- **Sub-Area #1** of the Redevelopment Project Area is found to qualify as a "conservation area" under the Conservation Area Definition. The Sub-Area is generally bounded by Cicero Avenue to the west, Laramie Avenue to the east, 156th Street to the north, and the southern border is formed along the Rock Island (Metra) Railroad (between Cicero Avenue and Laramie Avenue).

Sub-Area #2 was evaluated based on the "blighted improved area" criteria found in the TIF Act (the "Blighted Area Definition"). Under the Act, "blighted area," means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of five (5) or more factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area. Additionally, Kane, McKenna and Associates with the assistance of City Staff, have identified five (5) qualification factors that are distributed throughout the area.

- **Sub-Area #2** of the Redevelopment Project Area is found to qualify as a "blighted improved area" under the Blighted Improved Area Definition. The Sub-Area is generally bounded by Leclaire Avenue to the west, Laramie Avenue to the east, 158th Street to the north, and 159th Street to the south. The Sub-Area consists of 15 tax parcels, and contains single-family home, manufactured home, and commercial uses.

For a more thorough and detailed analysis of qualification factors present in both Sub-Area #1 and #2, please refer to the Eligibility Report attached in Exhibit 3.

B. Eligibility Survey

The RPA was evaluated in July 2015, and continuing to the date of this Redevelopment Plan and Project by representatives of Kane, McKenna and Associates, Inc., (KMA) and City staff. Analysis was aided by certain reports obtained from the City and other sources. In KMA's evaluation, only information was recorded which would directly aid in the determination of eligibility for a TIF district.

VI. HOUSING IMPACT STUDY IN THE REDEVELOPMENT PROJECT AREA

The RPA was studied in order to determine if a housing impact study would need to be conducted pursuant to the TIF Act. The City will verify that it will not displace ten (10) or more inhabited residential units, thus a housing impact study is not required to be completed.

VII. REDEVELOPMENT PROJECT

A. Redevelopment Plan and Project Objectives

The City proposes to realize its goals and objectives as identified in Section III herein, by encouraging redevelopment within the RPA and encouraging private investment through public finance techniques including, but not limited to, Tax Increment Financing. The following objectives would serve to spur redevelopment:

1) By implementing a plan that provides for the attraction of investment to redevelop underutilized property and buildings that are available within the RPA, including land assembly and acquisition costs.

2) By constructing public improvements which may include (if necessary):

   i. Street and sidewalk improvements, including streetscape and landscape treatments,
   ii. Utility improvements (including, but not limited to, water and sanitary sewer projects consisting of construction and rehabilitation)
   iii. Storm water management
   iv. Parking improvements and related facilities
   v. Signalization, traffic control and lighting
   vi. Landscaping and beautification

3) By entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of interest rate subsidy as allowed under the Act.

4) By providing for site preparation, clearance, and demolition, including grading and excavation as necessary and appropriate.

5) By the redevelopment of certain existing buildings through necessary rehabilitation and improvement of structures, if necessary.

6) By exploration and review of job training programs in coordination with any City, federal, state, and county programs.

B. Redevelopment Activities

Pursuant to the foregoing objectives, the City will implement a coordinated program of actions, including, but not limited to, site preparation, clearance, demolition, provision of public infrastructure and related public improvements.

Land Assembly

Property may be acquired, assembled and reconfigured into appropriate redevelopment sites including any relocation or site preparation associated with assembly. In the event that relocation costs are required the City may also fund such costs pursuant to the TIF Act.

Site Preparation, Clearance, and Demolition

Property within the RPA may be improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Public Improvements

The City may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Redevelopment Plan and Project. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as sanitary and storm sewer systems and detention related improvements;
- Parking improvements;
- Storm water management;
- Beautification, identification makers, landscaping, lighting, streetscape, and signage of public right-of-ways; and
- Eligible public facilities or related improvements.

Rehabilitation

The City may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to City code provisions. Improvements may include exterior and façade related work as well as interior related work.

Interest Rate Write-Down

The City may enter into agreements with owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on annual basis out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

Job Training

The City may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

School District and Library District Costs

The City may reimburse the school districts or the library district for eligible costs associated with residential projects assisted by the City and as provided for by the TIF Act.

C. General Land Use Plan

Existing land use generally consists of commercial, retail, industrial, residential and mixed uses. Existing land uses are shown in Exhibit 4, attached hereto and made a part of this Plan. Exhibit 5, attached hereto and made a part of this Plan designates intended general land uses in the Redevelopment Project Area that will include retail, commercial, residential, and mixed uses. The land uses will conform to the Comprehensive Plan, as amended, of the City.

D. Additional Design and Control Standards

The appropriate design controls including any Planned Unit Developments, as set forth in the City's Zoning Ordinance, as amended, shall apply to the RPA.

E. Estimated Redevelopment Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement "Redevelopment Project Costs", are expected to substantially exceed such Redevelopment Project Costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, "redevelopment project costs" shall not include lobbying expenses;

   1.1 After July 1,1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;

2. The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

5. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November, 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

6. Costs of job training and retraining projects including the costs of 'welfare to work" programs implemented by businesses located within the redevelopment project area;

7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

9. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:

a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

(i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;

(ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and

(iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act.

b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than $5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

(i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;

(ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and

(iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.

c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply.

Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

10. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed $120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

12. Payment in lieu of taxes;

13. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;

14. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

    a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;

    b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;

c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;

d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;

e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);

f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.

16. Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be an eligible redevelopment project cost;

17. After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

18. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

    If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown on the next page. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project.

CITY OF OAK FOREST
CICERO AVENUE REDEVELOPMENT PROJECT
ESTIMATED PROJECT COSTS

Redevelopment Cost Items	Estimated Costs (A)
1. Land Acquisition, Assembly Costs and Relocation Costs	$17,000,000
2. Utility Improvements including, but not limited to, water, storm, sanitary sewer, traffic management, and road and streetscape improvements	$5,000,000
3. Site Preparation and Demolition, including Environmental Remediation	$9,000,000
4. Rehabilitation of Structures and Public Facilities including Parking Improvements	$7,750,000
5. Interest Costs Pursuant to the Act	$2,750,000
6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	$3,000,000
7. Job Training	$ 500,000
8. School and Library District Costs as provided for by the TIF Act	$7,500,000
TOTAL ESTIMATED PROJECT COSTS	$52,500,000

(A) All project cost estimates are in year 2015 dollars. In addition to the above stated costs, any bonds or debt obligations issued to finance the Project may include an amount sufficient to pay customary and reasonable charges associated with the issuance of any obligations as well as to provide for capitalized interest and reasonably required reserves and the interest on such obligations as well as any annual interest costs. Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the total amount of payment for Estimated Project Costs shall not exceed the amount set forth above, as adjusted pursuant to the Act. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.

F. Sources of Funds to Pay Redevelopment Project Costs Eligible Under Illinois TIF Statute

Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from property tax increment revenues, proceeds from municipal obligations, if any, and to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project. The City may also transfer TIF revenues between contiguous TIF Districts as provided for in the TIF Act.

"Redevelopment Project Costs" specifically contemplate those eligible costs set forth in the Act. The majority of development costs will be privately financed, and TIF or other public sources are to be used, subject to approval by the City Council, only to leverage and commit private redevelopment activity.

The tax increment revenues which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2014 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the City may from time to time deem appropriate.

G. Nature and Term of Obligations to be Issued

The City may issue obligations secured by the tax increment Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the City by virtue of its powers pursuant to the Illinois State Constitution.

Any and/or all obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years after the date of adoption of the ordinance approving the Redevelopment Project Area. The actual date for such retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer, pursuant to the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year, occurring after adoption of the Ordinance which establishes the RPA. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan and Project, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the City may determine.

H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

The most recent estimate of equalized assessed valuation (EAV) for tax year 2014 of the property within the RPA is approximately $ 7,541,273 for the RPA. The Boundary Map, Exhibit 2, shows the location of the RPA.

I. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Project Area over a twenty-three (23) year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Project Area will be approximately $30,000,000to $35,000,000.

VIII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

A. Redevelopment Project

An implementation strategy will be employed with full consideration given to the availability of both public and private funding.

Particular redevelopment projects will begin as soon as the specific private entities have obtained financing approvals for appropriate projects and such uses are conformant with City zoning and planning requirements. Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site. If required, the City may also fund eligible relocation costs as set forth in the TIF Act.

Demolition, Site Preparation and Environmental Remediation: Existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition and site preparation activities may be necessary for future projects.

Rehabilitation: The City may assist in the rehabilitation of buildings or site improvements located within the RPA.

Landscaping/Buffering/Streetscaping: The City may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention facilities may also be undertaken by the City.

Roadway/Street/Parking/Public Improvements: Widening of existing road improvements and/or vacation of roads may be undertaken by the City. Certain secondary streets/roads may be extended or constructed. Related sidewalk, curb, gutter, and paving improvements could also be constructed as needed.

Parking improvements both at grade or structured parking could be constructed.

Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

Public Safety Related Infrastructure: Certain public safety improvements including, but not limited to, public signage and streetlights may be constructed or implemented, including related facilities.

Interest Rate Write Down: The City may fund a portion of interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

Professional Services: The City may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The City may reimburse itself for eligible administrative costs pursuant to the Act.

Job Training: Certain job training costs or programs as provided for in the Act may be funded as part of redevelopment activities.

School and Library District Costs: Certain school tuition and library portion costs may be paid as required by the TIF Act.

B. Commitment to Fair Employment Practices and Affirmative Action

As part of any Redevelopment Agreement entered into by the City and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the City. The program will conform to the most recent City policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The City and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs

This Redevelopment Plan and Project and retirement of all obligations to finance redevelopment costs will be completed within twenty three (23) years after the year of adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year that the ordinance approving the RPA is adopted.

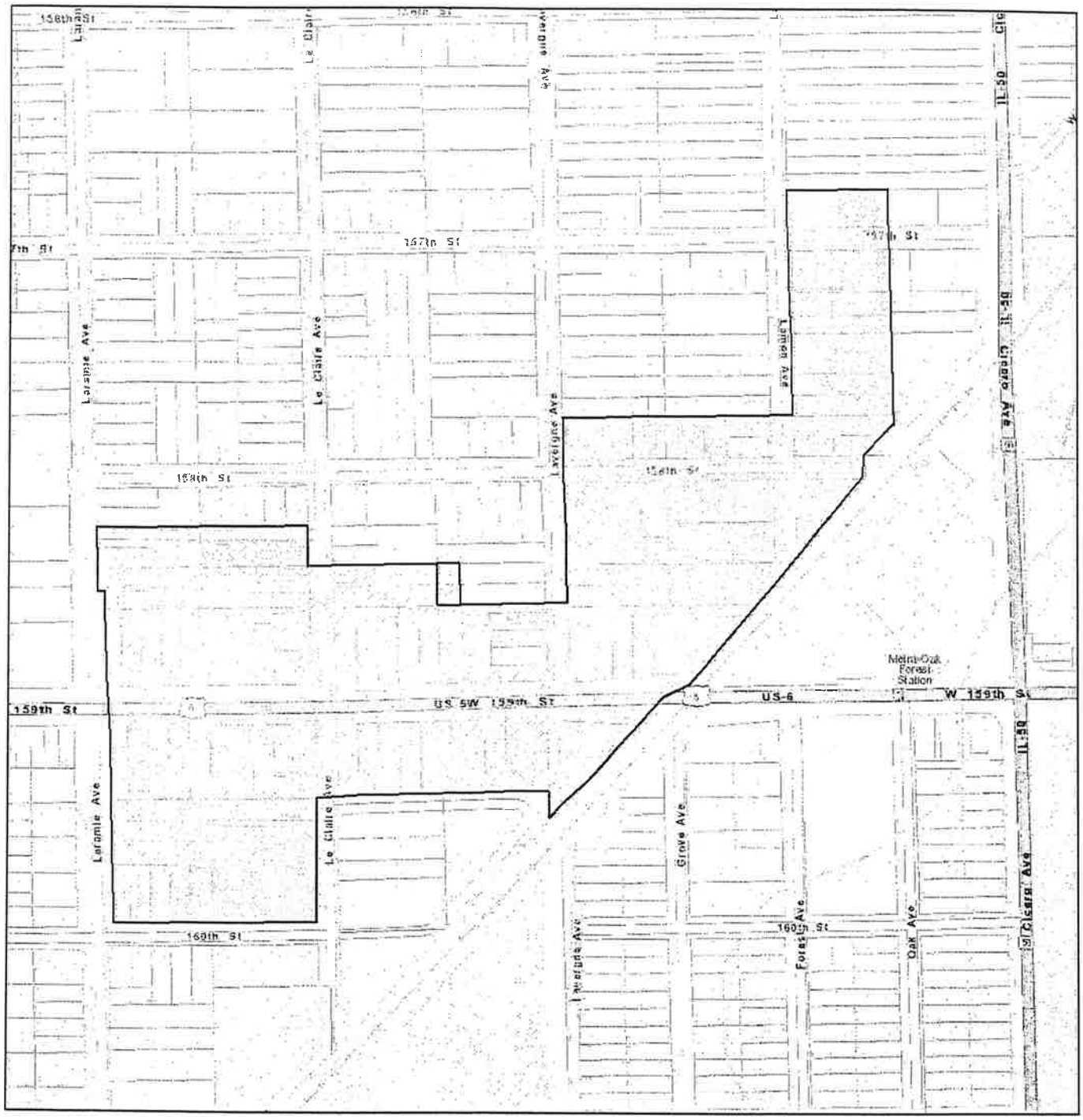
IX. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

EXHIBIT 1

BOUNDARY MAP

Oak Forest - TIF District #7



December 8, 2015

TIF District 7 (Proposed)

Parcels

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

EXHIBIT 2

LEGAL DESCRIPTION

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 33 OF ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION RECORDED FEBRUARY 13, 1925 AS DOCUMENT NO. 8775287; THENCE SOUTH ALONG THE WEST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 9 IN ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS RECORDED MARCH 3, 1919 AS DOCUMENT NO. 6474196; THENCE SOUTH ALONG THE WEST LINE OF LOTS 6 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE WEST TO THE NORTHEAST CORNER OF LOT 14 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE WEST ALONG THE NORTH LINE OF LOTS 14 AND 26 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 26 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG THE WEST LINE OF LOTS 23 THROUGH 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE WEST TO THE NORTHEAST CORNER OF LOT 5 IN DAVEY JONES RESUBDIVISION RECORDED DECEMBER 13, 1978 AS DOCUMENT NO. 24762098; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF THE WEST 60 FEET OF LOT 51 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID WEST 60 FEET; THENCE WEST ALONG THE NORTH LINE OF LOTS 51 AND 62 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 62; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 97 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 97 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOTS 97 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 110; THENCE SOUTH ALONG THE WEST LINE OF LOTS 109 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF THE NORTH 70 FEET OF SAID LOT 109; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 70 FEET TO A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 108 AND 109 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG SAID PARALLEL LINE TO A POINT THAT IS 32 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTHEASTERLY TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTH TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET SOUTH OF THE NORTH LINE OF LOT 10 IN BLOCK 2 IN OAK FOREST HILLS RECORDED AUGUST 3, 1922 AS DOCUMENT 7597370; THENCE SOUTHWESTERLY TO A POINT THAT IS 17 FEET EAST OF THE WEST LINE AND 32 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10; THENCE SOUTH ALONG A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 10 THROUGH 13 IN SAID BLOCK 2 TO THE SOUTH LINE OF SAID LOT 13; THENCE EAST ALONG THE SOUTH LINE OF LOTS 13 AND 14 IN SAID BLOCK 2 TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

ALONG THE EAST LINE OF LOTS 14 THROUGH 16 IN SAID BLOCK 2 TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 1 IN SAID OAK FOREST HILLS; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 10 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOT 14 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING ON THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTHEAST ALONG SAID NORTHWESTERLY LINE TO THE NORTHEAST CORNER OF LOT 4 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 5 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5 TO A BEND POINT IN THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF LOTS 5 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 33 IN AFORESAID ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 14 TO THE POINT OF BEGINNING.

PREPARED DECEMBER 3, 2015

PREPARED BY:
MANHARD CONSULTING LTD.
700 SPRINGER DRIVE
LOMBARD, ILLINOIS 60148
PHONE: 630-691-8500

EXHIBIT 3

TIF ELIGIBILITY REPORT

CITY OF OAK FOREST
TIF QUALIFICATION/DESIGNATION REPORT
OAK FOREST TIF DISTRICT NO. 7

A study to determine whether certain properties could qualify as a "conservation area" or as a "blighted area" as set forth in the definitions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended and as described herein.

Prepared For: City of Oak Forest, Illinois

Prepared By: Kane, McKenna and Associates, Inc.

April, 2016

CITY OF OAK FOREST
TIF QUALIFICATION REPORT
OAK FOREST TIF DISTRICT NO. 7
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EXHIBIT 1 – Proposed TIF Boundary and Study Area Map
EXHIBIT 2 – Parcel Summary

I. EXECUTIVE SUMMARY

Kane, McKenna and Associates, Inc. (KMA) has been retained by the City of Oak Forest (the "City") to conduct an analysis of the qualification of an area that would result in the establishment of the City Oak Forest TIF No. 7 (TIF) District. The City is pursuing the creation of the proposed TIF District to promote the revitalization of under-utilized properties located within the City and the overall improvement of the 159th street corridor and properties located adjacent to Cicero Avenue.

For purposes of this report, KMA has subdivided the proposed RPA into two sub-areas:

- Sub-Area #1/Conservation Area – This classification is for all land that is generally developed, with structures and other improvements in accordance with meeting the criteria of a Conservation Area under the Illinois Tax Increment Allocation Act (ILCS 5/11-74, 4-1 et seq., as amended; hereinafter referred to as the "Act"); the area includes 165 tax parcels, and 58 buildings of which 48 are 35 years or greater in age (or 83%).

- Sub-Area #2/Blighted Improved Area – This classification is for land that is generally developed, with structures and other improvements in accordance with meeting the criteria of a Blighted Improved Area under the Act; the area includes 13 tax parcels and approximately 50 structures.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the potential qualification for the improved land and vacant land within the area as a Tax Increment Finance ("TIF") District:

1) Sub-Area #1 *parcels within the proposed TIF District would qualify as a "conservation area," as the term is defined under the TIF Act* – Overall, the parcels within the proposed TIF District either have declined, or are in danger of declining, toward a blighted condition. This condition prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health. Because the majority of structures are over 35 years of age, the proposed TIF District is especially vulnerable to potential physical decline and would meet statutory criteria as a conservation area TIF.

2) *Sub- Area 2 within the proposed TIF District qualifies as a "blighted-improved area" pursuant to the TIF Act.* Overall, the improved land within the proposed TIF District is found to be in a condition as defined in the Act that prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health.

3) *Current conditions impede redevelopment* – The existence of certain conditions found within the proposed TIF District present a barrier to the area's successful redevelopment. This is because the factors negatively impact coordinated and substantial private sector investment in the overall TIF District. Without the use of City planning and economic development resources to mitigate such factors, potential redevelopment projects (along with other activities that require private sector investment) are not likely to be economically feasible.

4) *Viable redevelopment sites could produce incremental revenue* – Within the proposed TIF District, there are several parcels which potentially could be redeveloped and thereby produce incremental property tax revenue. Such revenue, used in combination with other City resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the TIF District.

5) *TIF designation recommended* – To mitigate Conservation and Blighted Improved Area conditions, promote private sector investment, and foster the economic viability of the proposed TIF District, KMA recommends that the City proceed with the formal TIF designation process for the entire area.

Because the City will NOT be pursuing dislocation of 10 or more inhabited residential units, the City is not obligated to conduct a housing impact study pursuant to the Illinois Tax Increment Allocation Act (ILCS 5/11-74.4-1 et. seq., as amended; hereinafter referred to as the "Act").

II. INTRODUCTION AND BACKGROUND

In the context of planning for the establishment of the Oak Forest TIF District No. 7 (the "TIF"), the City of Oak Forest (the "City") has authorized the study of the Redevelopment Project Area (the "RPA) within the boundaries described in the map attached hereto in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing District (the "TIF"). Kane, McKenna and Associates, Inc. ("KMA"), has agreed to undertake the study of the RPA.

The City of Oak Forest is a community located approximately twenty-five (25) miles south of the City of Chicago's "Loop". The City is generally bisected by Central Avenue from north to south and 159th Street from east to west. The City is located in Cook County and is generally bounded by the Village of Midlothian and Forest Preserve property on the north, unincorporated property on the west, the Village of Tinley Park on the south and the City of Markham and Forest Preserve property on the east.

The Redevelopment Project Area (the "RPA") of the TIF Redevelopment Plan and Project is generally bounded by the frontage parcels adjacent to Cicero Avenue to the east, Laramie Avenue to the west, 156th Street to the north, and the southern border is formed along the Rock Island (Metra) Railroad Line (between Cicero Avenue and Laramie Avenue) and 159th Street. This location is the primary gateway location into the City from the east (I-57) and serves as the cross-roads of the two regional arterials that traverse the City, 159th Street (U.S. Route 6) and Cicero Avenue (IL Route 50). The proposed TIF District contains 178 tax parcels and consists of two Sub-Areas (Sub-Area #1, Sub-Area #2) that are predominantly a mix of single and multi-family residential, commercial, retail and industrial uses.

The TIF is a significant contributor to the City's tax base, and the economic success and viability of the area remains a top priority for the City. The area was identified in the City of *Oak Forest Comprehensive Plan* (2008) as a key focus area and one primed for potential growth. The majority of the RPA is identified in the *Oak Forest Metra Station Subarea (*2008) section of the *Comprehensive Plan*, and as an area that could be subject to redevelopment in the near future.

A. OBJECTIVES

The City seeks to identify workable solutions and to encourage redevelopment of parcels and right-of-ways within the Redevelopment Project Area. Enhancing the function and appearance of this area is clearly a high priority of City residents and officials alike, who see improvements in the sub-area as having significant potential to enhance both the quality of life and the image of Oak Forest. To achieve these objectives, the City proposes the following guidelines:

- Achieve a diversity of commercial development that is organized to provide a broader range of goods and services within and beyond the community.
- Utilize planned new development in the Metra station area as a catalyst for attracting additional new commercial, office, and mixed use developments within the vicinity
- Encourage development of retail/commercial, residential and mixed uses at appropriate locations.
- Actively market and provide incentives to attract new development and residents to Oak Forest

The City has made a determination that it is highly desirable to promote the redevelopment of the Redevelopment Project Area.

Given the existing condition of the Redevelopment Project Area and the required coordination for a variety of uses, the City is favorably disposed toward supporting redevelopment efforts. However, the City has determined that redevelopment should occur through the benefit and guidance of comprehensive economic planning. Through this coordinated effort, the Redevelopment Project Area is expected to improve. Development barriers, inherent with current conditions, which impede economic growth under existing market standards, are expected to be eliminated.

The City has determined that redevelopment currently planned for the Redevelopment Project Area is feasible only with public finance assistance. The creation and utilization of a TIF redevelopment plan is intended by the City to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the Redevelopment Project Area.

The use of TIF relies upon induced private redevelopment in the Redevelopment Project Area creating higher real estate value, which would otherwise decline without such investment, leading to increased property taxes and sales taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

III. QUALIFICATION CRITERIA USED

With the assistance of City representatives, Kane, McKenna and Associates, Inc. examined the proposed RPA beginning in June 2015 and continuing to the date of this request, and reviewed information collected for the area to determine the presence or absence of appropriate qualifying factors listed in the Illinois "Tax Increment Allocation Redevelopment Act", 65 ILCS 5/11-74.4-1 et. seq., as amended (hereinafter referred to as the "Act"). The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a redevelopment project area (RPA). By definition, a "redevelopment project area" is:

> "an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas."

Conservation Area

The Act defines a "conservation area" as follows:

> "Conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors may be considered as a "conservation area":
>
> (A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
>
> (B) Obsolescence: The condition or process of falling into disuse. Structures become ill-suited for the original use.
>
> (C) Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant" or "Declining" Equalized Assessed Valuation (EAV). The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years. The finding is based on the last 5 years for which information is available.

Blighted Improved Area

The Act defines a Blighted Area as follows:

> "Blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where certain conditions are met, as identified below.

In accordance with the TIF Act, KMA examined the area to determine if a combination of five (5) or more of the following factors were present, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area.

(A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration. With respect to buildings, defects include but are not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, and obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant" or "Declining" Equalized Assessed Valuation (EAV). The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years. The finding is based on the last 5 years for which information is available.

IV. THE STUDY AREA

The area of study consists of residential, commercial, and industrial property located within the RPA (the "Study Area").

The Redevelopment Project Area (the "RPA") of the TIF Redevelopment Plan and Project is generally bounded by the frontage parcels adjacent to Cicero Avenue to the east, Laramie Avenue to the west, 156th Street to the north, and the southern border is formed along the Rock Island (Metra) Railroad Line (between Cicero Avenue and Laramie Avenue) and 159th Street. This location is the primary gateway location into the City from the east (I-57) and serves as the cross-roads of the two regional arterials that traverse the City, 159th Street (U.S. Route 6) and Cicero Avenue (IL Route 50). The proposed TIF District contains 178 tax parcels and consists of two Sub-Areas (Sub-Area #1, Sub-Area #2) that are predominantly a mix of single and multi-family residential, commercial, retail and industrial uses.

In evaluating the improved properties within the area, KMA completed its analysis for both Sub-Areas (#1 and #2) of the RPA based on two criteria:

A) **Sub-Area #1** was evaluated based on the "conservation area" criteria cited in the TIF Act (the "Conservation Area Definition"). The Conservation Area Definition states that at least fifty percent (50%) or more of the area's structures must be over thirty-five (35) years in age and there must be three (3) of the thirteen (13) qualification factors contained in the TIF Act must be present for a finding of a conservation area. Based upon KMA site surveys, City and Cook County data, approximately 84 percent (84%) of the structures within Sub-Area #1 were found to be thirty-five (35) years of age or greater. Additionally, Kane, McKenna and Associates with the assistance of City staff, have identified six (6) qualification factors that are distributed throughout the area. Please refer to **Table 3A** on the following page for more detail.

B) **Sub-Area #2** was evaluated based on the "blighted improved area" criteria cited in the Act (the "Blighted Area Definition"). Under the Act, "blighted area," means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of five (5) or more factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area. Additionally, Kane, McKenna and Associates with the assistance of City Staff, have identified five (5) qualification factors that are distributed throughout the area. Please refer to **Table 3A** on the following page for more detail.

Table 3A: Qualification Factors Present in Proposed TIF District

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in Proposed TIF District
13	3	**Sub-Area #1 Conservation Area Qualifying Factors (6)** • Lagging or declining EAV • Obsolescence • Deterioration • Deleterious Layout • Lack of Community Planning • Inadequate Utilities
13	6	**Sub-Area #2 Blighted Improved Qualifying Factors (6)** • Obsolescence • Lagging or declining EAV • Lack of Community Planning • Deterioration of Structures/Improvements • Deleterious Land Use or Layout • Inadequate Utilities

V. METHODOLOGY OF EVALUATION

In evaluating the Redevelopment Project Area's potential qualification as a TIF District, the following methodology was utilized:

1) Site surveys of the Redevelopment Project Area were undertaken by representatives from Kane, McKenna and Associates, Inc. Site surveys were completed for each parcel within the area.
2) Exterior and interior evaluations of structures, noting deterioration, as well as vacancies or other conditions were completed.
3) The area was studied in relation to review of available planning reports, aerial photographs, Sidwell maps, local history (discussions with City staff), and an evaluation of area-wide factors that have affected the area's development where possible (e.g., lack of community planning, uncoordinated or stalled development, etc.). Kane, McKenna reviewed the area in its entirety. City redevelopment goals and objectives for the area were also reviewed.
4) Individual structures were initially photographed and surveyed only in the context of checking, to the best and reasonable extent available, criteria factors of specific structures on particular parcels. Underutilized portions of the Redevelopment Project Area were examined within a similar context.
5) The Redevelopment Project Area was examined to assess the applicability of the different factors, required for qualification for TIF designation under the Act. Evaluation was made by reviewing the information and determining how each measured when evaluated against the relevant factors.

Improved land within the Redevelopment Project Amendment Area was examined to determine the applicability of the age factor and the thirteen (13) different conservation area factors for qualification for TIF designation under the statute.

VI. QUALIFICATION OF RPA/FINDINGS OF ELIGIBILITY

As a result of KMA's evaluation of each parcel and the area as a whole within the Redevelopment Project Area, and an analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the RPA as a "conservation" area.

A. FINDINGS FOR CONSERVATION AREA (Sub-Area #1)

Sub-Area #1 of the Redevelopment Project Area is found to qualify as a "conservation area" under the Conservation Area Definition. The Sub-Area is generally bounded by Cicero Avenue to the west, Laramie Avenue to the east, 156th Street to the north, and the southern border is formed along the Rock Island (Metra) Railroad (between Cicero Avenue and Laramie Avenue).

THRESHOLD FACTOR

Age

Based upon KMA site surveys, City and Cook County data, approximately eighty three percent (83%) of the structures were found to be thirty-five (35) years of age or greater.

OTHER CONSERVATION AREA FACTORS (MUST INCLUDE THREE OR MORE ADDITIONAL FACTORS)

1. Lagging or Declining EAV

Pursuant to the qualifying factors listed in the Act, the total equalized assessed value of proposed redevelopment project area has declined for three (3) of the last five (5) years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the Consumer Price Index (CPI) for All Urban Consumers published by the United States Department of Labor for three (3) of the past five (5) calendar years. The following analysis demonstrates that the RPA has satisfied two criteria, in that it has exhibited declining equalized assessed values for three (3) of the past five (5) years, it has lagged the CPI in four (4) of the past five (5) years. Please refer to **Table 6-1** below for further detail.

Table 6-1 EAV Trends for Sub-Area #1

	2014	2013	2012	2011	2010	2009
Total Annual EAV by Year	$ 6,732,466	$ 6,695,693	$ 7,247,830	$ 7,873,665	$ 7,553,525	$ 10,146,121
Annual EAV % Change	0.55%	-7.62%	-7.95%	4.24%	-25.55%	
City of of Oak Forest EAV by Tax Year	406,411,865	437,086,704	472,092,949	522,455,751	601,513,202	587,134,722
Balance of City EAV	$ 399,679,399	$ 430,391,011	$ 464,845,119	$ 514,582,086	$ 593,959,677	$ 576,988,601
Balance of City EAV % Change	-7.14%	-7.41%	-9.67%	-13.36%	2.94%	
CPI % By Year	2014	2013	2012	2011	2010	2009
	1.60%	1.50%	2.10%	3.20%	1.60%	-0.40%

2. Obsolescence

The Oak Forest TIF No. 7 Sub-Area #1 includes instances of both functional and economic obsolescence. Obsolescence is defined as the condition or process of falling into disuse. This can also be defined as a structure(s) that has become ill-suited for its original use.

The onset of obsolescence can be measured through qualitative and quantitative means. Building age, EAV, deterioration in buildings and lots, traffic flows, infrastructure and vacancy rates can signify obsolescence as proxies. By these measures the RPA is exhibiting obsolescence. In general the RPA has seen a substantial loss in value in the last five years. Between tax years 2014 and 2009 the area wide valuation fell 34% and the area currently exhibits commercial vacancy. In the other findings, the RPA's building age (p. 13), and deterioration (p. 14) will all be identified.

Partly because the area is older (by definition being an area where a majority of structures exceed 35 years in age), certain buildings within the proposed TIF District are no longer adequate for their original use and require upgrades in order to be competitive. As a whole, factors such as overall building age (as mentioned 83% of the structures are over 35 years old), within the RPA is a primary contributor to such functional obsolescence, which is further exacerbated by issues of structural and surface improvement deterioration, limited lot depth, and lack of parking.

Throughout Sub-Area #1, functional obsolescence is also demonstrated through the literal "falling into disuse" of certain parcels that have become vacant, particularly the several vacant apartment buildings located on both the north and south frontages along 157th street east of Lamon Avenue. It is further reflected in the EAV trends outlined sub-section 1) above, whereby property values within the area have failed to keep pace with overall City EAV growth or the CPI for the last 5 calendar years.

3. Deterioration

Pursuant to the Act, deterioration can be evidenced in major or secondary building defects. For example, such defects include, but are not limited to, deterioration, building components such as windows, porches, fascia, gutters and doors. In addition, deterioration can also be evidenced with respect to surface improvements in defects that include, but are not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and protrusion of weeds through the paved surfaces of roadways, alleys, curbs, sidewalks, off-street parking and surface storage areas

Building Deterioration

With respect to area-wide structural and building conditions, considerable deterioration was observed throughout Sub-Area #1 (for additional support, please see survey photos on file). According to on-site inspections performed by KMA and documented by site surveys and photographic analysis, there is widespread deterioration of structures as evidenced by the following:

- Eaves, gutters, and deterioration of exterior fascia including siding, exposed brick, and trim
- Several buildings are in need of new tuck-pointing, particularly in commercial uses
- Minor deterioration evidenced in exterior trim and facades

Deterioration of Surface Improvements

With respect to surface improvements within the RPA, deterioration was found to be prevalent in several roadways and throughout parking lots. Such deterioration includes but is not limited to, surface cracking, potholes, depressions and loose paving materials.

Various degrees of deterioration were identified in several portions within the RPA. According to on-site inspections performed by KMA and documented by site surveys and photographic analysis, some of the site improvements and structures contained the following signs of deterioration:

- Cracked and damaged concrete paving surfaces
- Deteriorated curbs, sidewalks, and drives
- Presence of potholes, cracking, and exposed vegetation throughout lot with respect to surface improvements.

4. Lack of Community Planning

The Act states that if the proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan the factor is present. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

The RPA is evident of insufficient or non-existent buffering and setbacks between various commercial uses and uncoordinated commercial and residential uses interspersed throughout the study area. Uncoordinated commercial and residential uses are evident along the corridor of Lamon Avenue and 158th Street, where there exists heavy industrial/commercial uses directly adjacent and abutting single and multi-unit housing. An operating concrete yard (Willie Brother's Co.) faces Lamon Avenue; a narrow (66') residential street that is used as the sole roadway access via 157th Street. Concrete mixers and heavy equipment use the Lamon Avenue as the sole access to the site, as it is blocked by institutional uses to the west (railroad right-of-way preventing access to Cicero Ave.), and is otherwise surrounded by residential uses. Both noise and dust levels are unsuitably high, of which are of great concern for local residents in the immediate area. The site is bordered by single-family residential uses to the north, south, and institutional uses on the west.

Collectively, these indicators all reinforce the fact that the area was developed without benefit of a modern, comprehensive community plan and further support the area qualifying under the factor regarding Lack of Community Planning.

5. Deleterious Land Use or Layout

Deleterious land use or layout is found when there exist incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

The RPA suffers from a number of issues which in aggregate create its land use and layout deficiencies.

Incompatible Land Use Relationships

Sub-Area #1 presents several incidences of incompatible land use relationships that qualify the Deleterious Land Use or Layout factor to be present within the RPA. Throughout the RPA, there are issues with lack of buffering between commercial and residential uses and does not reflect conventional planning standards, which further signifies disagreement between competing uses in the project Area.

Noxious, Offensive, or Unsuitable Uses for the Surrounding Area

As mentioned in subsection (4) of this report, there exists heavy industrial and commercial uses directly adjacent, and in certain instances, abutting single and multi-unit residential housing. The Willie Brothers site (located at 158th and Lamon Avenue) contains heavy industrial and concrete manufacturing machinery, and has frequent traffic of large commercial vehicles and concrete mixers in a predominantly residential area. This traffic occurs down a narrow (66') residential street (Lamon Avenue) and is the primary access route to the industrial site. The frequent commercial traffic results in issues relating to noise and dust pollution, in addition to raising safety concerns for residents who reside in the primarily residential area.

Such historical deficiencies in land use and piecemeal planning highlight the need for the implementation of a comprehensive economic development strategy in order to mitigate incompatible land uses and the noxious effects of competing commercial/industrial and residential uses .This further supports the qualification of deleterious land use or layout in RPA Sub-Area #1.

6. Inadequate Utilities

After consultation with City Staff regarding the proposed Redevelopment Project Area qualification, public works reviewed the infrastructure and utilities throughout the proposed Area. Deficiencies were noted in: stormwater storage, area lighting, sidewalks, and traffic coordination and planning.

A. FINDINGS FOR BLIGHTED IMPROVED AREA (Sub-Area #2)

Sub-Area #2 of the Redevelopment Project Area is found to qualify as a "blighted improved area" under the Blighted Improved Area Definition. The Sub-Area is generally bounded by Leclaire Avenue to the west, Laramie Avenue to the east, 158th Street to the north, and 159th Street to the south. The Sub-Area consists of 15 tax parcels, and contains single-family home, manufactured home, and commercial uses.

THRESHOLD FACTOR

BLIGHTED IMPROVED AREA FACTORS (MUST INCLUDE FIVE OR MORE ADDITIONAL FACTORS)

1. Lagging or Declining EAV

Pursuant to the qualifying factors listed in the Act, the total equalized assessed value of proposed redevelopment project area has declined for three (3) of the last five (5) years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the Consumer Price Index (CPI) for All Urban Consumers published by the United States Department of Labor for three (3) of the past five (5) calendar years. The following analysis demonstrates that the RPA has satisfied two criteria, in that it has exhibited declining equalized assessed values for three (3) of the past five (5) years, it has lagged the CPI in three (3) of the past five (5) years. Please refer to the **Table 6-2** below for further detail.

Table 6-2 EAV Trends for Sub-Area #2

	2014	2013	2012	2011	2010	2009
Total Annual EAV by Year	$ 808,807	$ 753,387	$ 794,000	$ 840,694	$ 754,644	$ 1,429,303
Annual EAV % Change	7.36%	-5.11%	-5.55%	11.40%	-47.20%	
City of of Oak Forest EAV by Tax Year	406,411,865	437,086,704	472,092,949	522,455,751	601,513,202	587,134,722
Balance of City EAV	$ 405,603,058	$ 436,333,317	$ 471,298,949	$ 521,615,057	$ 600,758,558	$ 585,705,419
Balance of City EAV % Change	-7.04%	-7.42%	-9.65%	-13.17%	2.57%	

CPI % By Year	2014	2013	2012	2011	2010	2009
	1.60%	1.50%	2.10%	3.20%	1.60%	-0.40%

2. Deterioration

Pursuant to the Act, deterioration can be evidenced in major or secondary building defects. For example, such defects include, but are not limited to: deterioration, building components such as windows, porches, fascia, gutters and doors. In addition, deterioration can also be evidenced with respect to surface improvements in defects that include, but are not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and protrusion of weeds through the paved surfaces of roadways, alleys, curbs, sidewalks, off-street parking and surface storage areas

With respect to surface improvements present in the RPA, deterioration was found to be prevalent in various building/structure components and exterior siding and framing. According to on-site inspections performed by KMA and documented by site surveys and photographic analysis, some of the site improvements and structures contained the following signs of deterioration:

- Cracked and damaged concrete paving surfaces
- Minor deterioration evidenced in exterior trim or facades.
- Deteriorated curbs, sidewalks, and drives
- Presence of potholes, cracking, and exposed vegetation throughout lot with respect to surface improvements.

3. Lack of Community Planning

The Act states that if the proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan the factor is present. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

The current land use in the Area consists of single family, commercial, and mobile homes which occupy the 15 tax parcels and contains approximately 40 residences, in addition to surface improvements. As a result of inadequate street layout, it is evident that the Area was not initially intended for such use. This is further substantiated by existing lack of buffering between uses, as many of the residential/mobile homes directly abut or neighbor commercial property, particularly along 159th street and Laramie Avenue. The lack of coordination between such uses does not reflect conventional planning standards and further supports the case for lacking centralized planning. Additional area-wide issues present in the Sub-Area are associated with insufficient space for ingress/egress, and lack of proper traffic and safety signage that is required for single-family residential areas. Such deficiencies reflect the historical piece-meal, uncoordinated development that occurred within the proposed Project Area, and further support the area qualifying under the factor regarding Lack of Community Planning.

4. Deleterious Land Use and Layout

Deleterious land use or layout is found when there exist incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

According to data collected from the Cook County Assessor, City of Oak Forest Planning documents and on-site inspections performed by KMA, there exists evidence of deleterious land use and layout present within Sub-Area #2. The Area consists of 15 tax parcels with nearly 40 manufactured homes spread throughout, many of which directly share a common boundary with commercial uses; doing so without sufficient buffering between uses. Although the area contains over 40 separate residential uses, there lacks common surface improvements that are required in residential uses, such as: sidewalks, curbs/curb cuts, traffic signage, and pedestrian right of ways. Currently pedestrians in the area share the right-of-ways with local and through traffic, leading to safety concerns and providing additional support for the incompatibility of land-uses and infrastructure within Sub-Area #2. Such land use deficiencies are further exacerbated by a lack of adequate thoroughfares and street grid throughout the parcels, making the area difficult to access and presenting additional concerns regarding ingress/egress.

5. Obsolescence

From a qualitative standpoint, Sub-Area #2 also exhibits obsolescence based on the area falling into a condition of disuse. The Oak Forest TIF No. 7 Sub-Area #2 includes instances of both functional and economic obsolescence. Obsolescence is defined as the condition or process of falling into disuse. This can also be defined as a structure(s) that has become ill-suited for its original use.

The onset of obsolescence can be measured through qualitative and quantitative means. Sub-Area #2 exhibits both qualitative and quantitative measures of obsolescence. In general the Sub-Area has seen a substantial loss in value in the last five years, evidenced by a 43% decline in area-wide valuation in tax years 2014 and 2009. Additionally, Sub-Area #2 appears to be ill-suited for residential use, as it lacks many of the common hallmarks that are required in residential uses and planning. Although there exists nearly 40 separate residential units in the Project Area, the Area lacks sidewalks, curbs/curb cuts for driveways, pedestrian right-of-ways, and is devoid of traffic or safety signage. The absence of necessary surface improvements not only creates concern for pedestrian and residential safety, it also signifies a lack of intent for the area to be developed for residential use. As a result of concerns over pedestrian safety, lacking surface improvements and infrastructure that reflect modern planning standards and a substantial decline in area-wide valuation over the past 5 calendar years, there exists sufficient evidence of functional and economic obsolescence in Sub-Area #2.

6. Inadequate Utilities

After consultation with City Staff regarding the proposed Redevelopment Project Area qualification, public works reviewed the infrastructure and utilities throughout the proposed Area. Deficiencies were noted in: stormwater storage, area lighting, sidewalks, and traffic coordination and planning.

VII. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to potential designation of the proposed Study Area by the City as a TIF District.

1. The area is contiguous and is greater than 1½ acres in size.

2. As described herein, the Area is divided into two Sub-Areas:

   A. Sub-Area #1 will qualify as a "conservation area". Further, the conservation factors present throughout the Study Area are documented herein, are present to a meaningful extent and are distributed throughout Sub-Area #1 of the proposed Redevelopment Project Area. A more detailed analysis of the qualification findings is outlined in this report.

   B. Sub-Area #2 will qualify as a "blighted improved area". Further the blighted area factors present throughout the Study Area are documented herein, are present to a meaningful extent and are distributed throughout Sub-Area #2 of the Proposed Redevelopment Project Area. A more detailed analysis of the qualification findings is outlined in this report.

3. All property in the area would substantially benefit by the proposed redevelopment project improvements.

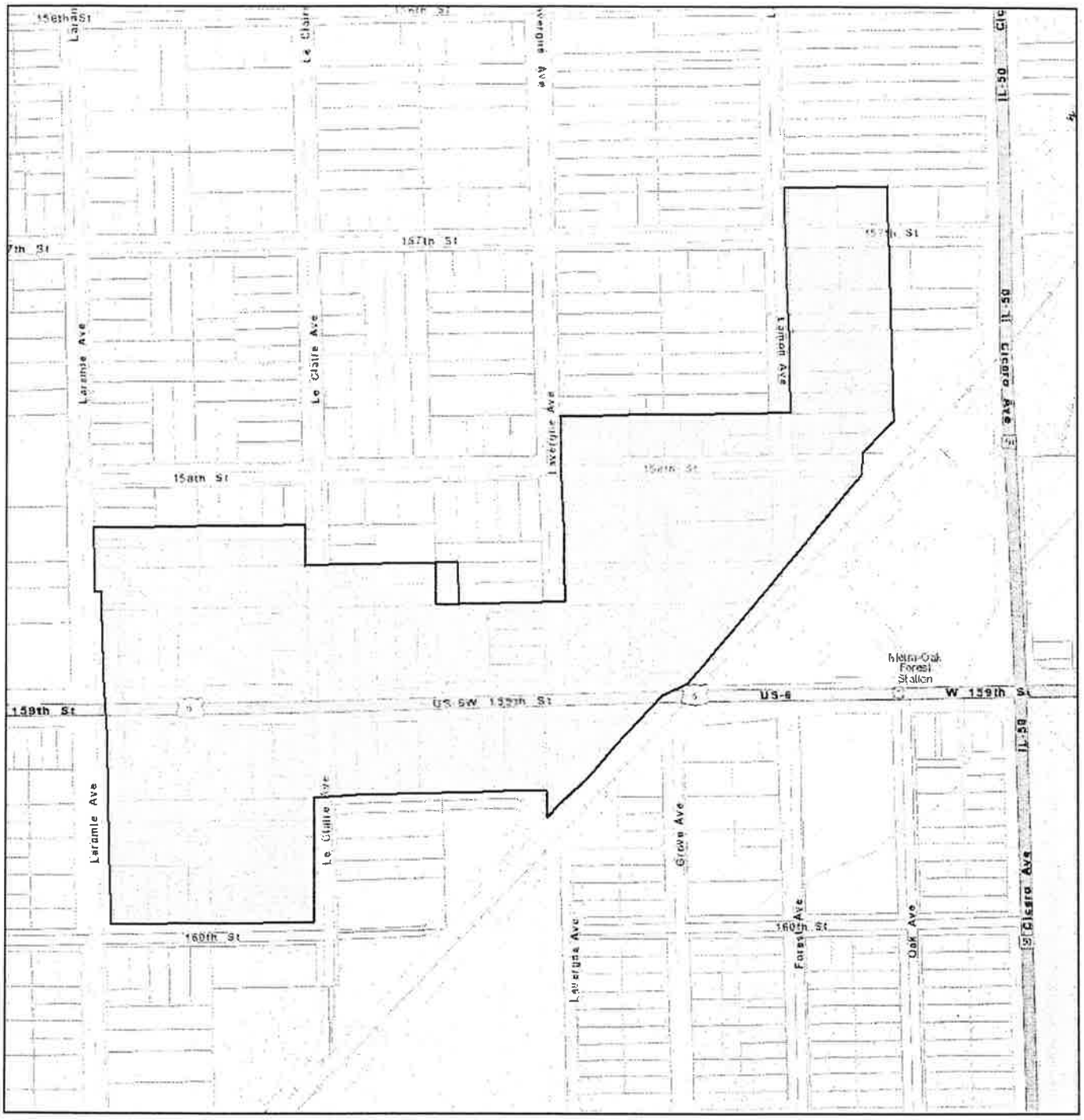
4. The sound growth of taxing districts applicable to the area, including the City, has been impaired by the factors found present in the area.

5. The area would not be subject to redevelopment without the investment of public funds, including property tax increment.

These findings, in the judgment of KMA, provide the City with sufficient justification to consider designation of the Redevelopment Project Area as a TIF District. There is a need to focus redevelopment efforts relating to business attraction and expansion, and mixed use development in order to improve and preserve the existing tax base and to contribute to the vibrancy of the wider Downtown area.

EXHIBIT 1
BOUNDARY MAP

Oak Forest - TIF District #7



December 8, 2015

TIF District 7 (Proposed)

Parcels

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

EXHIBIT 2
PARCEL SUMMARY

City of Oak Forest-TIF 7 - Sub Area #1
2014-2009 EAV's

	PIN	Code	2014 EAV	2013 EAV	2012 EAV	2011 EAV	2010 EAV	2009 EAV
1	28-16-407-025-0000	13153	195,284	186,946	223,376	236,513	133,099	163,669
2	28-16-407-026-0000	13153	exempt	exempt	exempt	exempt	exempt	344,522
3	28-16-410-010-0000	13153	40,130	41,082	31,296	35,842	46,586	43,538
4	28-16-410-017-0000	13153	43,245	45,121	48,200	53,740	67,936	69,592
5	28-16-410-026-0000	13153	31,147	26,483	31,700	33,565	44,642	45,591
6	28-16-410-033-0000	13153	42,978	38,600	44,522	48,552	51,075	46,877
7	28-16-410-034-0000	13153	30,495	19,980	33,858	39,379	45,340	42,374
8	28-16-410-035-0000	13153	33,765	29,370	31,330	45,204	56,571	57,011
9	28-16-410-037-0000	13153	33,754	38,873	41,346	45,189	46,271	43,244
10	28-16-410-043-0000	13153	39,676	35,695	37,996	57,018	58,850	55,000
11	28-16-410-044-0000	13153	34,707	32,486	36,722	38,066	35,576	33,249
12	28-16-411-003-0000	13153	27,909	29,933	32,194	36,793	43,300	40,206
13	28-16-411-019-0000	13153	156,601	154,934	163,286	172,889	215,206	270,498
14	28-16-411-020-0000	13153	161,120	201,614	212,482	224,978	299,647	376,632
15	28-16-411-023-0000	13153	21,850	19,589	21,022	23,670	35,186	32,844
16	28-16-411-024-0000	13153	68,133	66,550	126,606	134,051	89,988	91,899
17	28-16-411-025-0000	13153	15,734	25,052	26,779	29,766	36,247	34,478
18	28-16-411-026-0000	13153	exempt	exempt	exempt	exempt	exempt	exempt
19	28-16-411-028-0000	13153	42,784	41,116	48,658	51,519	54,450	55,607
20	28-16-411-029-0000	13153	exempt	exempt	exempt	exempt	exempt	exempt
21	28-16-411-030-0000	13153	exempt	exempt	exempt	exempt	exempt	exempt
22	28-16-411-031-0000	13153	43,445	47,488	50,425	54,802	63,798	59,624
23	28-16-411-032-0000	13153	54,545	55,344	58,704	63,568	79,132	73,955
24	28-16-411-033-0000	13153	exempt	exempt	exempt	exempt	exempt	exempt
25	28-16-411-035-0000	13153	6,745	6,589	6,944	7,352	1,485	1,517
26	28-16-411-036-0000	13153	35,704	42,488	47,098	56,103	53,839	50,317
27	28-16-413-008-0000	13180	36,535	32,723	34,486	36,515	35,033	38,106
28	28-16-413-009-0000	13180	66,508	55,960	58,977	62,445	62,548	85,931
29	28-16-413-010-0000	13180	66,508	55,960	58,977	62,445	62,548	31,679
30	28-16-413-011-0000	13180	66,522	55,971	58,988	62,457	62,578	60,332
31	28-16-413-012-0000	13180	192,616	153,435	161,706	171,216	259,905	218,891
32	28-16-413-013-0000	13180	192,616	153,435	161,706	171,216	259,905	218,891
33	28-16-413-018-0000	13180	50,805	44,827	47,243	50,022	20,376	66,421
34	28-16-413-019-0000	13180	195,753	157,208	165,682	175,426	19,302	63,560
35	28-16-413-031-0000	13180	26,931	21,968	23,152	24,513	10,929	31,534
36	28-16-413-032-0000	13180	26,931	21,968	23,152	24,513	10,929	31,534
37	28-16-413-037-0000	13153	30,056	41,096	43,689	47,670	50,637	46,137
38	28-16-413-038-0000	13180	32,577	38,258	40,698	44,503	47,185	42,612
39	28-16-413-039-0000	13180	32,375	34,909	37,169	40,766	44,076	41,011
40	28-16-413-040-0000	13180	34,787	40,058	42,595	46,511	47,534	44,424
41	28-16-413-041-0000	13180	45,010	47,134	50,052	54,407	65,495	67,013
42	28-16-414-004-0000	13153	112,890	123,982	130,665	138,350	161,707	165,142
43	28-16-414-005-0000	13153	111,239	116,302	122,571	129,780	140,880	143,873
44	28-16-414-006-0000	13153	101,485	101,088	106,537	112,803	113,781	116,198
45	28-16-414-009-0000	13153	35,065	41,487	44,101	48,082	44,936	41,996
46	28-16-414-010-0000	13153	45,940	48,333	50,938	53,934	68,439	69,893
47	28-16-414-011-0000	13153	116,152	112,998	119,089	126,093	120,410	122,968
48	28-16-414-012-0000	13153	16,818	16,428	17,313	18,332	20,364	20,797
49	28-16-414-013-0000	13153	281	274	289	306	340	347
50	28-16-414-014-0000	13153	32,059	35,764	38,069	41,720	45,286	42,323
51	28-16-414-015-0000	13153	30,516	34,372	43,602	36,166	40,949	42,008
52	28-16-414-016-0000	13153	11,961	11,684	12,314	13,038	26,334	26,893
53	28-16-414-017-0000	13153	36,613	38,402	40,850	44,664	60,373	61,779
54	28-16-414-018-0000	13153	exempt	exempt	exempt	exempt	exempt	exempt
55	28-16-415-001-0000	13153	67,454	75,135	79,185	83,842	99,710	101,828
56	28-21-200-001-0000	13153	51,775	47,151	49,693	52,615	58,070	60,254
57	28-21-200-002-0000	13153	164,232	148,175	156,163	165,347	185,774	201,026
58	28-21-200-003-0000	13153	223,720	210,636	221,990	235,046	259,413	282,472
59	28-21-200-004-0000	13153	93,794	91,619	96,558	102,236	120,797	368,817
60	28-21-200-005-0000	13153	73,733	58,175	61,311	64,917	161,099	164,522
61	28-21-200-008-0000	13153	164,630	153,305	161,569	170,807	177,372	181,140
62	28-21-200-011-0000	13056	50,868	25,709	27,741	32,079	17,796	29,974
63	28-21-200-012-0000	13056	38,480	44,874	47,670	51,885	22,203	48,826
64	28-21-200-019-0000	13056	73,203	64,382	68,229	73,654	34,295	73,842
65	28-21-200-020-0000	13056	7,644	7,467	7,870	8,333	2,805	9,453
66	28-21-200-021-0000	13056	61,319	61,676	65,000	68,823	28,008	94,390
67	28-21-200-022-0000	13056	42,326	44,908	47,517	51,017	19,266	51,928
68	28-21-200-023-0000	13056	42,326	44,908	47,517	51,017	19,266	51,928
69	28-21-200-024-0000	13056	65,116	66,656	70,249	74,381	26,939	90,787
70	28-21-200-033-0000	13056	63,066	63,896	67,340	71,300	25,178	84,852
71	28-21-200-034-0000	13056	58,807	68,890	72,603	76,873	27,034	91,107

City of Oak Forest-TIF 7 - Sub Area #1
2014-2009 EAV's

	PIN	Code	2014 EAV	2013 EAV	2012 EAV	2011 EAV	2010 EAV	2009 EAV
72	28-21-200-035-0000	13153	228,247	220,318	232,194	323,498	273,115	278,916
73	28-21-200-036-0000	13153	62,692	74,470	72,331	83,290	93,522	87,404
74	28-21-200-039-1001	13056	11,029	10,390	12,056	13,498	4,669	12,695
75	28-21-200-039-1002	13056	11,043	10,401	12,070	13,513	4,674	12,709
76	28-21-200-039-1003	13056	11,043	10,401	12,070	13,513	4,674	12,709
77	28-21-200-039-1004	13056	11,081	10,438	12,112	13,561	4,691	12,756
78	28-21-200-039-1005	13056	11,095	10,451	12,126	13,579	4,697	12,773
79	28-21-200-039-1006	13056	11,078	10,435	12,109	13,558	4,690	12,749
80	28-21-200-039-1007	13056	11,084	10,441	12,115	13,564	4,692	12,759
81	28-21-200-039-1008	13056	11,089	10,446	12,120	13,570	4,694	12,763
82	28-21-200-039-1009	13056	11,037	10,396	12,064	13,507	4,673	12,705
83	28-21-200-039-1010	13056	11,057	10,414	12,084	13,531	4,679	12,725
84	28-21-200-039-1011	13056	11,076	10,433	12,106	13,555	4,688	12,746
85	28-21-200-039-1012	13056	11,067	10,425	12,098	13,546	4,686	12,742
86	28-21-200-039-1013	13056	11,089	10,446	12,120	13,570	4,694	12,763
87	28-21-200-039-1014	13056	11,067	10,425	12,098	13,546	4,686	12,742
88	28-21-200-039-1015	13056	11,089	10,433	12,106	13,555	4,688	12,746
89	28-21-200-039-1016	13056	11,067	10,403	12,072	13,516	4,675	12,712
90	28-21-200-039-1017	13056	11,076	10,433	12,106	13,555	4,688	12,746
91	28-21-200-039-1018	13056	11,081	10,438	12,112	13,561	4,691	12,756
92	28-21-200-039-1019	13056	11,024	10,385	12,050	13,492	4,666	12,688
93	28-21-200-039-1020	13056	11,092	10,449	12,126	13,576	4,695	12,766
94	28-21-200-039-1021	13056	11,048	10,406	12,075	13,519	4,677	12,715
95	28-21-200-039-1022	13056	11,024	10,385	12,050	13,492	4,666	12,688
96	28-21-200-039-1023	13056	11,089	10,443	12,120	13,570	4,693	12,763
97	28-21-200-039-1024	13056	11,043	10,401	12,070	13,513	4,674	12,709
98	28-21-200-039-1025	13056	11,095	10,451	12,126	13,576	4,697	12,773
99	28-21-200-039-1026	13056	11,073	10,430	12,103	13,549	4,686	12,742
100	28-21-200-039-1027	13056	11,040	10,401	12,067	13,510	4,674	12,709
101	28-21-200-039-1028	13056	11,065	10,422	12,095	13,540	4,684	12,739
102	28-21-200-039-1029	13056	11,071	10,427	12,098	13,546	4,686	12,742
103	28-21-200-039-1030	13056	11,059	10,417	12,089	13,534	4,682	12,729
104	28-21-200-039-1031	13056	11,092	10,446	12,123	13,573	4,694	12,766
105	28-21-200-039-1032	13056	11,067	10,425	12,095	13,543	4,685	12,739
106	28-21-200-039-1033	13056	11,073	10,430	12,103	13,552	4,687	12,746
107	28-21-200-039-1034	13056	11,059	10,417	12,087	13,534	4,682	12,729
108	28-21-200-039-1035	13056	11,081	10,438	12,112	13,561	4,691	12,756
109	28-21-200-039-1036	13056	11,065	10,422	12,095	13,540	4,684	12,739
110	28-21-200-039-1037	13056	11,092	10,449	12,126	13,576	4,695	12,766
111	28-21-200-039-1038	13056	11,057	10,414	12,084	13,531	4,679	12,725
112	28-21-200-039-1039	13056	11,067	10,425	12,098	13,543	4,685	12,742
113	28-21-200-039-1040	13056	11,078	10,435	12,109	13,558	4,690	12,749
114	28-21-200-039-1041	13056	11,073	10,430	12,103	13,549	4,686	12,742
115	28-21-200-039-1042	13056	11,054	10,411	12,081	13,525	4,679	12,725
116	28-21-200-039-1043	13056	11,018	10,377	12,042	13,484	4,665	12,685
117	28-21-200-039-1044	13056	11,089	10,446	12,120	13,570	4,693	12,763
118	28-21-200-039-1045	13056	11,029	10,390	12,056	13,498	4,669	12,695
119	28-21-200-039-1046	13056	11,081	10,438	12,112	13,561	4,691	12,756
120	28-21-200-039-1047	13056	11,035	10,393	12,061	13,504	4,671	12,702
121	28-21-200-039-1048	13056	11,040	10,401	12,067	13,510	4,674	12,709
122	28-21-200-039-1049	13056	11,062	10,419	12,089	13,537	4,683	12,732
123	28-21-200-039-1050	13056	11,073	10,430	12,103	13,552	4,687	12,746
124	28-21-200-039-1051	13056	11,048	10,409	12,078	13,522	4,678	12,722
125	28-21-200-039-1052	13056	11,035	10,396	12,061	13,504	4,673	12,705
126	28-21-200-039-1053	13056	11,059	10,417	12,087	13,534	4,681	12,729
127	28-21-200-039-1054	13056	11,035	10,393	12,061	13,504	4,671	12,702
128	28-21-200-039-1055	13056	11,078	10,435	12,109	13,558	4,690	12,749
129	28-21-200-039-1056	13056	11,057	10,417	12,087	13,531	4,681	12,725
130	28-21-200-039-1057	13056	11,084	10,441	12,117	13,567	4,693	12,763
131	28-21-200-039-1058	13056	11,057	10,417	12,087	13,531	4,681	12,725
132	28-21-200-039-1059	13056	11,067	10,425	12,098	13,546	4,686	12,742
133	28-21-200-039-1060	13056	11,043	10,401	12,070	13,513	4,674	12,709
134	28-21-200-039-1061	13056	11,035	10,393	12,061	13,501	4,671	12,702
135	28-21-200-039-1062	13056	11,067	10,425	12,098	13,543	4,685	12,742
136	28-21-200-039-1063	13056	11,032	10,393	12,058	13,501	4,670	12,702
137	28-21-200-039-1064	13056	11,067	10,425	12,095	13,543	4,685	12,739
138	28-21-200-039-1065	13056	11,043	10,401	12,070	13,513	4,675	12,709
139	28-21-200-039-1066	13056	11,035	10,396	12,061	13,504	4,673	12,705
140	28-21-200-039-1067	13056	11,062	10,419	12,092	13,537	4,683	12,732
141	28-21-200-039-1068	13056	11,062	10,419	12,092	13,537	4,683	12,732
142	28-21-200-039-1069	13056	11,051	10,409	12,078	13,525	4,678	12,722

City of Oak Forest-TIF 7 - Sub Area #1
2014-2009 EAV's

	PIN	Code	2014 EAV	2013 EAV	2012 EAV	2011 EAV	2010 EAV	2009 EAV
143	28-21-200-039-1070	13056	11,035	10,396	12,061	13,504	4,673	12,705
144	28-21-200-039-1071	13056	11,051	10,409	12,078	13,522	4,678	12,722
145	28-21-200-039-1072	13056	11,037	10,396	12,064	13,507	4,673	12,705
146	28-21-200-040-1001	13153	35,235	34,418	36,274	38,407	37,184	46,740
147	28-21-200-040-1002	13153	35,235	34,418	36,274	38,407	37,184	46,740
148	28-21-200-040-1003	13153	34,917	34,107	35,945	38,059	36,851	46,315
149	28-21-200-040-1004	13153	34,772	33,966	35,797	37,902	36,699	46,127
150	28-21-200-040-1005	13153	35,271	34,453	36,310	38,446	37,224	46,790
151	28-21-200-040-1006	13153	32,875	34,453	36,310	38,446	37,234	46,804
152	28-21-200-040-1007	13153	35,197	34,381	36,234	38,365	37,422	47,040
153	28-21-200-040-1008	13153	34,917	34,107	35,945	38,059	37,122	46,659
154	28-21-200-040-1009	13153	59,984	58,593	61,751	65,383	42,583	43,488
155	28-21-200-040-1010	13153	6,538	6,386	6,731	7,126	6,320	6,454
156	28-21-201-001-0000	13180	194,246	208,717	219,967	232,904	298,637	375,365
157	28-21-201-002-0000	13180	20,598	19,883	20,955	22,187	32,429	40,761
158	28-21-201-003-0000	13180	178,063	214,081	225,621	238,890	306,204	384,872
159	28-21-201-008-0000	13180	181,371	221,481	233,420	247,148	317,018	398,460
160	28-21-201-009-0000	13180	20,598	19,883	20,955	22,187	32,429	40,761
161	28-21-201-010-0000	13180	23,225	22,686	23,909	25,315	25,958	26,509
162	28-21-201-017-0000	13180	20,598	19,883	20,955	22,187	32,429	40,761
163	28-21-201-023-0000	13180	182,538	220,254	232,127	245,779	316,430	397,726
164	28-21-201-024-0000	13180	182,538	220,257	232,130	245,782	316,427	397,722
165	28-21-202-001-0000	13153	46,622	45,445	47,894	50,711	79,962	375,365

	2014	2013	2012	2011	2010	2009
Total Annual EAV by Year	$ 6,732,466	$ 6,695,693	$ 7,247,830	$ 7,873,665	$ 7,553,525	$ 10,146,121
Annual EAV % Change	0.55%	-7.62%	-7.95%	4.24%	-25.55%	
City of of Oak Forest EAV by Tax Year	406,411,865	437,086,704	472,092,949	522,455,751	601,513,202	587,134,722
Balance of City EAV	$ 399,679,399	$ 430,391,011	$ 464,845,119	$ 514,582,086	$ 593,959,677	$ 576,988,601
Balance of City EAV % Change	-7.14%	-7.41%	-9.67%	-13.36%	2.94%	
CPI % By Year	2014	2013	2012	2011	2010	2009
	1.60%	1.50%	2.10%	3.20%	1.60%	-0.40%

City of Oak Forest-TIF 7 - Sub Area #2
2014-2009 EAV's

	PIN	Code	2014 EAV	2013 EAV	2012 EAV	2011 EAV	2010 EAV	2009 EAV
1	28-16-412-005-0000	13056	67,130	63,174	66,580	70,495	31,263	129,675
2	28-16-412-006-0000	13056	74,913	69,143	72,870	77,155	28,285	114,678
3	28-16-412-010-0000	13180	18,807	18,486	19,482	20,628	23,400	31,679
4	28-16-412-020-0000	13056	29,180	27,590	29,077	30,787	13,198	54,747
5	28-16-412-022-0000	13180	166,791	158,507	167,051	176,875	240,728	302,574
6	28-16-412-033-0000	13056	10,492	10,249	10,802	11,437	3,500	11,795
7	28-16-412-034-0000	13056	33,369	31,735	33,446	35,413	11,308	46,905
8	28-16-412-035-0000	13056	48,167	45,229	47,667	50,470	22,741	94,329
9	28-16-412-007-0000	13180	47,194	45,740	48,206	51,041	59,123	60,379
10	28-16-412-008-0000	13180	90,932	87,503	92,220	97,644	98,406	100,496
11	28-16-412-009-0000	13180	63,614	61,843	65,177	69,010	84,143	85,931
12	28-16-412-023-0000	13180	120,156	95,987	101,162	107,111	118,985	330,182
13	28-16-412-036-0000	13056	38,062	38,201	40,260	42,628	19,564	65,933

	2014	2013	2012	2011	2010	2009
Total Annual EAV by Year	$ 808,807	$ 753,387	$ 794,000	$ 840,694	$ 754,644	$ 1,429,303
Annual EAV % Change	7.36%	-5.11%	-5.55%	11.40%	-47.20%	
City of of Oak Forest EAV by Tax Year	406,411,865	437,086,704	472,092,949	522,455,751	601,513,202	587,134,722
Balance of City EAV	$ 405,603,058	$ 436,333,317	$ 471,298,949	$ 521,615,057	$ 600,758,558	$ 585,705,419
Balance of City EAV % Change	-7.04%	-7.42%	-9.65%	-13.17%	2.57%	
CPI % By Year	2014	2013	2012	2011	2010	2009
	1.60%	1.50%	2.10%	3.20%	1.60%	-0.40%

EXHIBIT 4

EXISTING LAND USE MAP

TIF 7 Existing Land Use

April 13, 2016

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Oak Forest Places of Interest

- Park
- Church
- Public Works
- Train Station

Municipal Boundary

- TIF_District7

Parcels

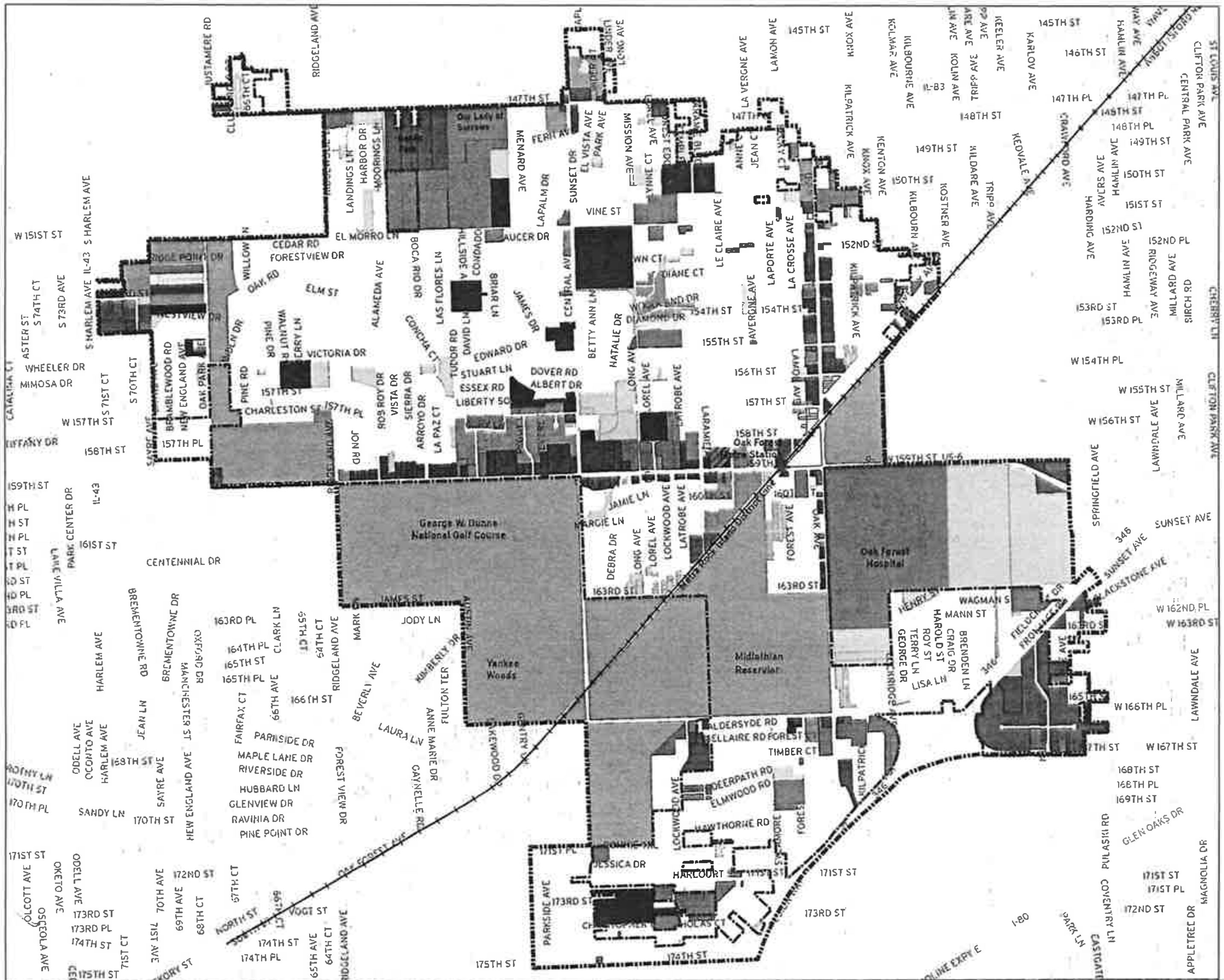
Zoning

- R1 - Single Family District
- R2 - Single Family District
- R3 - Single Family District
- R4 - Single Family District
- R6 - Multi-Family Residential District
- C1 - Local Commercial District
- C2 - General Service Commercial District
- C3 - Central Business District
- O1 - Office District
- IB - Institutional Building District
- OS - Open Space District

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

Esri, U.S. Census Bureau | Esri, Consumer Expenditure Surveys - Bureau of Labor Statistics | Esri, HERE | Esri, HERE, DeLorme, INCREMENT P, NGA, USGS |



EXISTING LAND USE

LEGEND

- City Boundary
- Planning Area Boundary

Land Uses

- Single Family Residential
- Townhouse Residential
- Multi-Family Residential
- Mobile Homes
- Mixed Use
- Commercial
- Office
- Industrial
- Public
- Institutional
- Parks and Open Space
- Forest Preserve
- Public Parking
- Vacant Building/Land
- Water Bodies

NOTE: Land Use survey completed in January 2007

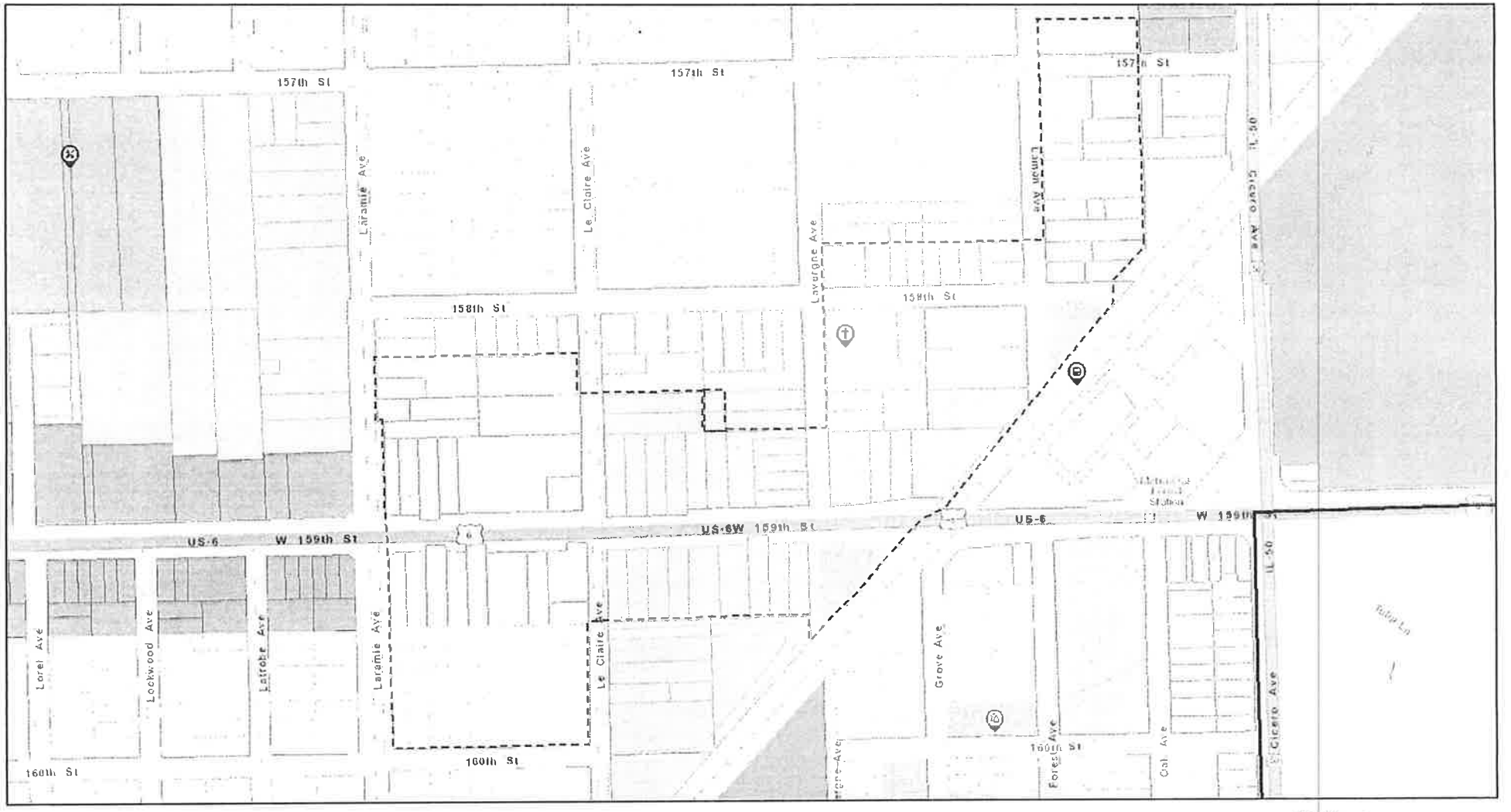
N

0 0.25 0.5 1 Miles

EXHIBIT 5

PROPOSED LAND USE MAP

TIF 7 Future Land Use



April 13, 2016

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Oak Forest Places of Interest

- Park
- Church
- Public Works
- Train Station
- Municipal Boundary
- TIF_District7

Oak_Forest_FutureLandUse_(4)

- Single Family Residential
- Parks and Open Space
- Commercial
- Multi-Family Residential
- Townhouse Residential
- Public
- Mixed Use
- Forest Preserve
- Public Parking
- Parcels

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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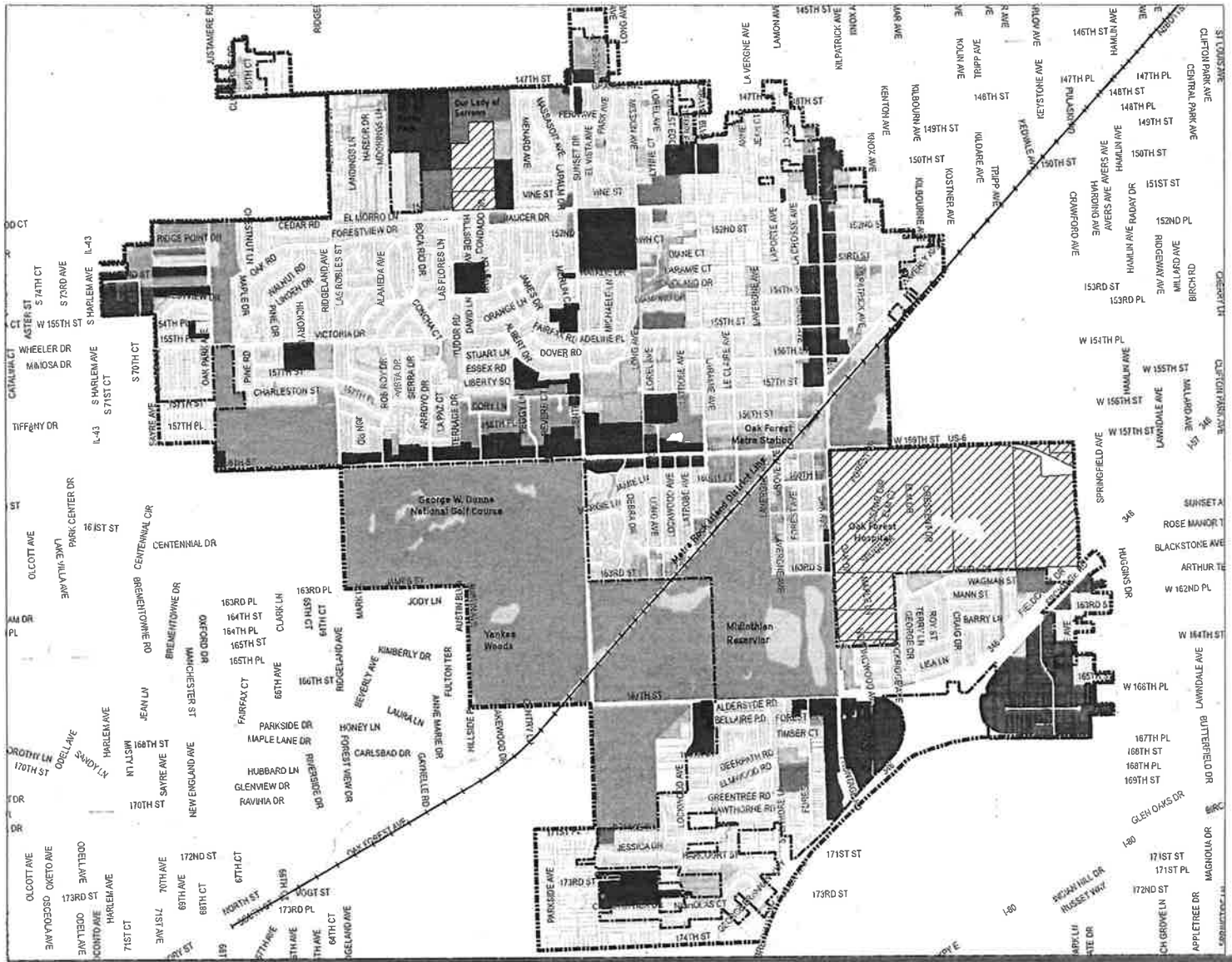

FUTURE LAND USE FRAMEWORK

LEGEND

- City Boundary
- Planning Area Boundary

Land Uses

- Single Family Residential
- Townhouse Residential
- Multi-Family Residential
- Mixed Use
- Commercial
- Industrial
- Public
- Institutional
- Parks and Open Space
- Forest Preserve
- Public Parking
- PUD
- Water Bodies

NOTE: See Sub Area Plan for more detail in the vicinity of the Oak Forest Metra Station. See Land Use Goal #2 for discussion of areas designated as PUD.

N

0 0.25 0.5 1 Miles

COMPREHENSIVE PLAN
City of Oak Forest, Illinois

FEBRUARY 2008

HNTB

15440 CENTRAL AVENUE
OAK FOREST IL 60452-2104

TELEPHONE: 708-687-4050
FAX: 708-687-8817

OAK FOREST

ALL GOOD THINGS CLOSE TO HOME

www.LivingOakForest.com www.Oak-Forest.org

CERTIFICATION

I, DAVID M. NEUMAN, CITY CLERK OF THE CITY OF OAK FOREST, ILLINOIS DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE, ACCURATE COPY OF THE CITY OF OAK FOREST'S ORDINANCE NO. 2016-06-0609O DESIGNATING THE WEST 159TH STREET CORRIDOR REDEVELOPMENT PROJECT (TIF #7), WHICH WAS APPROVED BY THE CITY COUNCIL ON JULY 12, 2016.

THE SEAL AFFIXED HERETO IS THE OFFICIAL SEAL OF THE CITY OF OAK FOREST, AND THIS CERTIFICATE IS HEREBY EXECUTED UNDER SUCH OFFICIAL SEAL.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 13TH DAY OF JULY, 2016.

DAVID M. NEUMAN
CITY CLERK

(SEAL)

CITY OF OAK FOREST

City Council Agenda Memo

DATE: **June 24, 2016**

TO: **Mayor and City Council**

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

SUBJECT: Approval of Ordinances 2016-06-0608O, 2016-06-0609O, 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area, West 159th Street Corridor.

Background

Staff has been working on the TIF #7 project area as part of the TIF #3 amendment. TIF #7 would include the following area along 159th Street east of Laramie and west of Metra tracks, north along the Metra tracks and east of Lamon Avenue where boundary ends just north of 157th Street. 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. TIF #7 cannot be created until TIF #3 is approved. If the Governor signs the TIF #3 extension before the June 28th meeting, the three TIF #7 ordinances will be tabled to July 12th for approval. If the Governor does not sign before June 28th, the TIF #3 ordinances will be tabled to July 12th and the TIF #7 ordinances will be tabled to the July 26th meeting.

Action Requested

Approval of Ordinances 2016-06-0608O, 2016-06-0609O, and 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area West 159th Street Corridor.

Recommendation

Community Development recommends approval of Ordinances 2016-06-0608O, 2016-06-0609O, and 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area West 159th Street.

ORDINANCE NO. 2016-06-06090

AN ORDINANCE DESIGNATING THE CITY OF OAK FOREST WEST 159TH STREET CORRIDOR TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA (TIF DISTRICT #7)

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the "TIF Act"), the City of Oak Forest (hereinafter referred to as the "City") authorized a study in regard to designating a redevelopment project area for the City's West 159th Street Corridor Tax Increment Financing District (hereinafter referred to as "TIF District #7"); and

WHEREAS, on December 8, 2015, the City announced the availability of the redevelopment plan and project for TIF District #7 (hereinafter referred to as the "TIF Plan"), with said TIF Plan containing an eligibility study for TIF District #7, addressing the tax increment financing eligibility of the area proposed for designation as the redevelopment project area for said TIF District #7 (hereinafter referred to as the "Redevelopment Project Area"); and

WHEREAS, the City Council of the City has heretofore adopted and approved the TIF Plan, with respect to which a public hearing was held on April 12, 2016, and it is now necessary and desirable to designate the area referred to therein as the Redevelopment Project Area;

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

SECTION 1: That the area described and depicted in EXHIBIT A-1 and EXHIBIT A-2 attached hereto, and made a part hereof, is hereby designated as the

SECTION 1: That the area described and depicted in EXHIBIT A-1 and EXHIBIT A-2 attached hereto, and made a part hereof, is hereby designated as the Redevelopment Project Area for the City's TIF District #7 pursuant to Section 5/11-74.4-4 of the TIF Act (65 ILCS 5/11-74.4-4).

SECTION 2: 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.

SECTION 3: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this 12TH day of JULY, 2016, pursuant to a roll call vote as follows:

AYES: 6

NAYS: 0

ABSENT: 1

APPROVED by me this 12TH day of JULY, 2016.

Henry L. Kuspa, Mayor

ATTEST:

, City Clerk

Published by me in pamphlet form this 12TH day of JULY, 2016.

, City Clerk

EXHIBIT A-1

City of Oak Forest
West 159th Street Corridor Tax Increment Financing District
(TIF District #7)

Redevelopment Project Area Description
(Legal Description, Permanent Tax Index Numbers and Common Boundary Description)

(attached)

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 33 OF ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION RECORDED FEBRUARY 13, 1925 AS DOCUMENT NO. 8775287; THENCE SOUTH ALONG THE WEST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 9 IN ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS RECORDED MARCH 3, 1919 AS DOCUMENT NO. 6474196; THENCE SOUTH ALONG THE WEST LINE OF LOTS 6 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE WEST TO THE NORTHEAST CORNER OF LOT 14 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE WEST ALONG THE NORTH LINE OF LOTS 14 AND 26 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 26 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG THE WEST LINE OF LOTS 23 THROUGH 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE WEST TO THE NORTHEAST CORNER OF LOT 5 IN DAVEY JONES RESUBDIVISION RECORDED DECEMBER 13, 1978 AS DOCUMENT NO. 24762098; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF THE WEST 60 FEET OF LOT 51 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID WEST 60 FEET; THENCE WEST ALONG THE NORTH LINE OF LOTS 51 AND 62 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 62; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 97 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 97 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOTS 97 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 110; THENCE SOUTH ALONG THE WEST LINE OF LOTS 109 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF THE NORTH 70 FEET OF SAID LOT 109; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 70 FEET TO A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 108 AND 109 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG SAID PARALLEL LINE TO A POINT THAT IS 32 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTHEASTERLY TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTH TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET SOUTH OF THE NORTH LINE OF LOT 10 IN BLOCK 2 IN OAK FOREST HILLS RECORDED AUGUST 3, 1922 AS DOCUMENT 7597370; THENCE SOUTHWESTERLY TO A POINT THAT IS 17 FEET EAST OF THE WEST LINE AND 32 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10; THENCE SOUTH ALONG A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 10 THROUGH 13 IN SAID BLOCK 2 TO THE SOUTH LINE OF SAID LOT 13; THENCE EAST ALONG THE SOUTH LINE OF LOTS 13 AND 14 IN SAID BLOCK 2 TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

ALONG THE EAST LINE OF LOTS 14 THROUGH 16 IN SAID BLOCK 2 TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 1 IN SAID OAK FOREST HILLS; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 10 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOT 14 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING ON THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTHEAST ALONG SAID NORTHWESTERLY LINE TO THE NORTHEAST CORNER OF LOT 4 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 5 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5 TO A BEND POINT IN THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF LOTS 5 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 33 IN AFORESAID ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 14 TO THE POINT OF BEGINNING.

PREPARED DECEMBER 3, 2015

PREPARED BY:
MANHARD CONSULTING LTD.
700 SPRINGER DRIVE
LOMBARD, ILLINOIS 60148
PHONE: 630-691-8500

City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers

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City of Oak Forest
TIF No. 7
Permanent Tax
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City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers

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	28-16-412-009-0000
	28-16-412-023-0000
	28-16-412-036-0000

Common Boundary Description

The Redevelopment Project Area (the "RPA") of the TIF Redevelopment Plan and Project is generally bounded by the frontage properties adjacent to Cicero Avenue to the east, Laramie Avenue to the west, 156th Street to the north, and the southern border is formed along *the Rock Island (Metra) Railroad Line (between Cicero Avenue and Laramie Avenue) as well as* 159th Street.

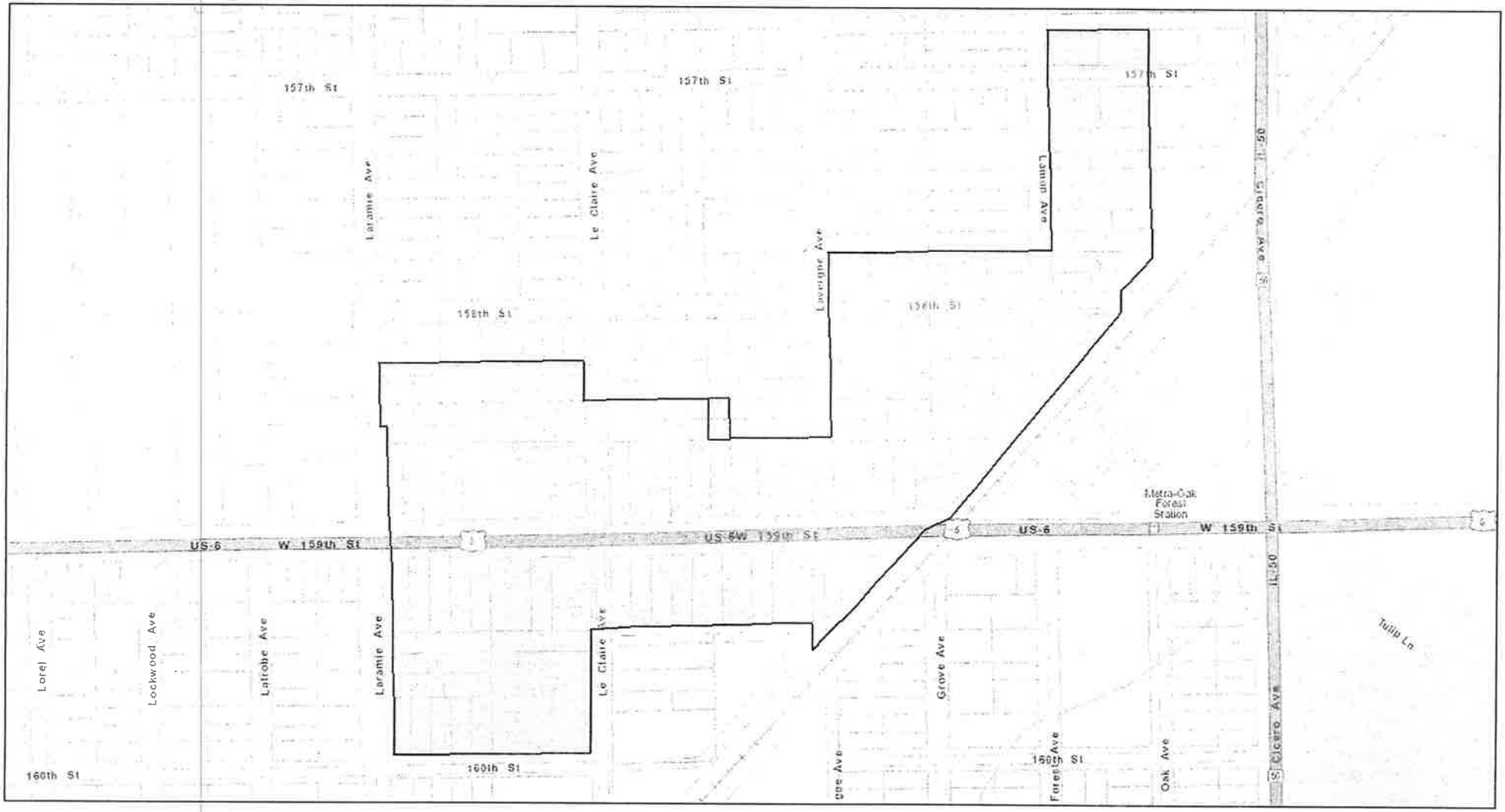
EXHIBIT A-2

City of Oak Forest
West 159th Street Corridor Tax Increment Financing District
(TIF District #7)

Redevelopment Project Area
Street Location Map

(attached)

TIF District #7



February 22, 2016

TIF District 7 (Proposed)

Parcels

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

15440 CENTRAL AVENUE
OAK FOREST IL 60452-2104

TELEPHONE: 708-687-4050
FAX: 708-687-8817

OAK FOREST

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CERTIFICATION

I, DAVID M. NEUMAN, CITY CLERK OF THE CITY OF OAK FOREST, ILLINOIS DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE, ACCURATE COPY OF THE CITY OF OAK FOREST'S ORDINANCE NO. 2016-06-0610O ADOPTING TAX INCREMENT FINANCING FOR THE WEST 159TH STREET CORRIDOR REDEVELOPMENT PROJECT PLAN (TIF #7), WHICH WAS APPROVED BY THE CITY COUNCIL ON JULY 12, 2016.

THE SEAL AFFIXED HERETO IS THE OFFICIAL SEAL OF THE CITY OF OAK FOREST, AND THIS CERTIFICATE IS HEREBY EXECUTED UNDER SUCH OFFICIAL SEAL.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 13TH DAY OF JULY, 2016.

DAVID M. NEUMAN
CITY CLERK

(SEAL)

CITY OF OAK FOREST

City Council Agenda Memo

DATE: **June 24, 2016**

TO: **Mayor and City Council**

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

SUBJECT: Approval of Ordinances 2016-06-0608O, 2016-06-0609O, 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area, West 159th Street Corridor.

Background

Staff has been working on the TIF #7 project area as part of the TIF #3 amendment. TIF #7 would include the following area along 159th Street east of Laramie and west of Metra tracks, north along the Metra tracks and east of Lamon Avenue where boundary ends just north of 157th Street. 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. TIF #7 cannot be created until TIF #3 is approved. If the Governor signs the TIF #3 extension before the June 28th meeting, the three TIF #7 ordinances will be tabled to July 12th for approval. If the Governor does not sign before June 28th, the TIF #3 ordinances will be tabled to July 12th and the TIF #7 ordinances will be tabled to the July 26th meeting.

Action Requested

Approval of Ordinances 2016-06-0608O, 2016-06-0609O, and 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area West 159th Street Corridor.

Recommendation

Community Development recommends approval of Ordinances 2016-06-0608O, 2016-06-0609O, and 2016-06-0610O for the adoption, designation and approval of the tax increment redevelopment plan TIF #7 Redevelopment Plan and Project Area West 159th Street.

ORDINANCE NO. 2016-06-06100

AN ORDINANCE ADOPTING TAX INCREMENT FINANCING FOR THE CITY OF OAK FOREST WEST 159TH STREET CORRIDOR TAX INCREMENT FINANCING DISTRICT (TIF DISTRICT #7)

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the "TIF Act"), the City of Oak Forest (hereinafter referred to as the "City") authorized a study in regard to designating a redevelopment project area for the City's West 159th Street Corridor Tax Increment Financing District (hereinafter referred to as "TIF District #7"); and

WHEREAS, on December 8, 2015, the City announced the availability of the redevelopment plan and project for TIF District #7 (hereinafter referred to as the "TIF Plan"), with said TIF Plan containing an eligibility study for TIF District #7, addressing the tax increment financing eligibility of the area proposed for designation as the redevelopment project area for said TIF District #7 (hereinafter referred to as the "Redevelopment Project Area"); and

WHEREAS, the City Council of the City desires to adopt tax increment financing pursuant to the TIF Act; and

WHEREAS, the City Council of the City has approved the TIF Plan and designated the Redevelopment Project Area pursuant to the provisions of the TIF Act, and has otherwise complied with all other conditions precedent required by the TIF Act;

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

SECTION 1: That tax increment financing is hereby adopted with respect to TIF District #7, the TIF Plan in relation thereto, approved and adopted pursuant to an Ordinance adopted by the City Council of the City on June 28, 2016, and the Redevelopment Project Area in relation thereto, described and depicted in EXHIBIT A-1 and EXHIBIT A-2 attached hereto and made a part hereof, approved, adopted and so designated pursuant to an Ordinance adopted by the City Council on June 28, 2016, with the initial equalized assessed valuation for said TIF District #7 being the 2014 equalized assessed valuation of the Redevelopment Project Area.

SECTION 2: That the *ad valorem* taxes arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts, and tax rates determined in the manner provided in Section 5/11-74.4-9 of the TIF Act (65 ILCS 5/11-74.4-9), each year after the effective date of this Ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs have been paid, shall be divided as follows:

A. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value (the 2014 equalized assessed valuation) of each such taxable lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to, and when collected shall be paid by the Cook County Collector to, the respective affected taxing districts in the manner required

by law in the absence of the adoption of tax increment allocation financing; and

B. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed valuation (the 2014 equalized assessed valuation) of each lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to, and when collected shall be paid by the Cook County Collector to the City Treasurer, who shall deposit said funds in a special fund called "The Special West 159th Street Corridor Tax Increment Allocation Fund" of the City for the development of the TIF Plan.

SECTION 3: That the City shall obtain and utilize incremental taxes from the Redevelopment Project Area for the payment of redevelopment project costs and all City obligations financing redevelopment project costs in accordance with the provisions of the TIF Act and the TIF Plan.

SECTION 4: 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.

SECTION 5: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 6: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this 12TH day of JULY, 2016, pursuant to a roll call vote as follows:

AYES: 6

NAYS: 0

ABSENT: 1

APPROVED by me this 12TH day of JULY, 2016.

Henry L. Kuspa, Mayor

ATTEST:

, City Clerk

Published by me in pamphlet form this 12TH day of JULY, 2016.

, City Clerk

EXHIBIT A-1

City of Oak Forest
West 159th Street Corridor Tax Increment Financing District
(TIF District #7)

Redevelopment Project Area Description
(Legal Description, Permanent Tax Index Numbers and Common Boundary Description)

(attached)

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 33 OF ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION RECORDED FEBRUARY 13, 1925 AS DOCUMENT NO. 8775287; THENCE SOUTH ALONG THE WEST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 9 IN ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS RECORDED MARCH 3, 1919 AS DOCUMENT NO. 6474196; THENCE SOUTH ALONG THE WEST LINE OF LOTS 6 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE WEST TO THE NORTHEAST CORNER OF LOT 14 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE WEST ALONG THE NORTH LINE OF LOTS 14 AND 26 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 26 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG THE WEST LINE OF LOTS 23 THROUGH 25 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE WEST TO THE NORTHEAST CORNER OF LOT 5 IN DAVEY JONES RESUBDIVISION RECORDED DECEMBER 13, 1978 AS DOCUMENT NO. 24762098; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF THE WEST 60 FEET OF LOT 51 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID WEST 60 FEET; THENCE WEST ALONG THE NORTH LINE OF LOTS 51 AND 62 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 62; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 97 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 97 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOTS 97 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHWEST CORNER OF SAID LOT 110; THENCE SOUTH ALONG THE WEST LINE OF LOTS 109 AND 110 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE SOUTHWEST CORNER OF THE NORTH 70 FEET OF SAID LOT 109; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 70 FEET TO A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 108 AND 109 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE SOUTH ALONG SAID PARALLEL LINE TO A POINT THAT IS 32 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTHEASTERLY TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET NORTH OF THE SOUTH LINE OF SAID LOT 108; THENCE SOUTH TO A POINT THAT IS 32 FEET EAST OF THE WEST LINE AND 17 FEET SOUTH OF THE NORTH LINE OF LOT 10 IN BLOCK 2 IN OAK FOREST HILLS RECORDED AUGUST 3, 1922 AS DOCUMENT 7597370; THENCE SOUTHWESTERLY TO A POINT THAT IS 17 FEET EAST OF THE WEST LINE AND 32 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10; THENCE SOUTH ALONG A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 10 THROUGH 13 IN SAID BLOCK 2 TO THE SOUTH LINE OF SAID LOT 13; THENCE EAST ALONG THE SOUTH LINE OF LOTS 13 AND 14 IN SAID BLOCK 2 TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH

CITY OF OAK FOREST
LEGAL DESCRIPTION OF TIF # 7

ALONG THE EAST LINE OF LOTS 14 THROUGH 16 IN SAID BLOCK 2 TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 1 IN SAID OAK FOREST HILLS; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 10 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOT 14 IN SAID BLOCK 1 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING ON THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTHEAST ALONG SAID NORTHWESTERLY LINE TO THE NORTHEAST CORNER OF LOT 4 IN AFORESAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 5 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5 TO A BEND POINT IN THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF LOTS 5 THROUGH 9 IN SAID ARTHUR T. McINTOSH AND CO'S FOREST RIDGE FARMS TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 33 IN AFORESAID ARTHUR T. McINTOSH AND CO'S CICERO AVENUE SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF LOTS 13 AND 14 IN SAID BLOCK 33 TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 14 TO THE POINT OF BEGINNING.

PREPARED DECEMBER 3, 2015

PREPARED BY:
MANHARD CONSULTING LTD.
700 SPRINGER DRIVE
LOMBARD, ILLINOIS 60148
PHONE: 630-691-8500

City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers

28-16-407-025-0000
28-16-407-026-0000
28-16-410-010-0000
28-16-410-017-0000
28-16-410-026-0000
28-16-410-033-0000
28-16-410-034-0000
28-16-410-035-0000
28-16-410-037-0000
28-16-410-043-0000
28-16-410-044-0000
28-16-411-003-0000
28-16-411-019-0000
28-16-411-020-0000
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28-21-200-034-0000

City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers

	28-21-200-035-0000
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	28-21-200-039-1001
	28-21-200-039-1002
	28-21-200-039-1003
	28-21-200-039-1004
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	28-21-200-039-1069

City of Oak Forest
TIF No. 7
Permanent Tax
Index Numbers

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	28-16-412-007-0000
	28-16-412-008-0000
	28-16-412-009-0000
	28-16-412-023-0000
	28-16-412-036-0000

Common Boundary Description

The Redevelopment Project Area (the "RPA") of the TIF Redevelopment Plan and Project is generally bounded by the frontage properties adjacent to Cicero Avenue to the east, Laramie Avenue to the west, 156th Street to the north, and the southern border is formed along *the Rock Island (Metra) Railroad Line (between Cicero Avenue and Laramie Avenue) as well as* 159th Street.

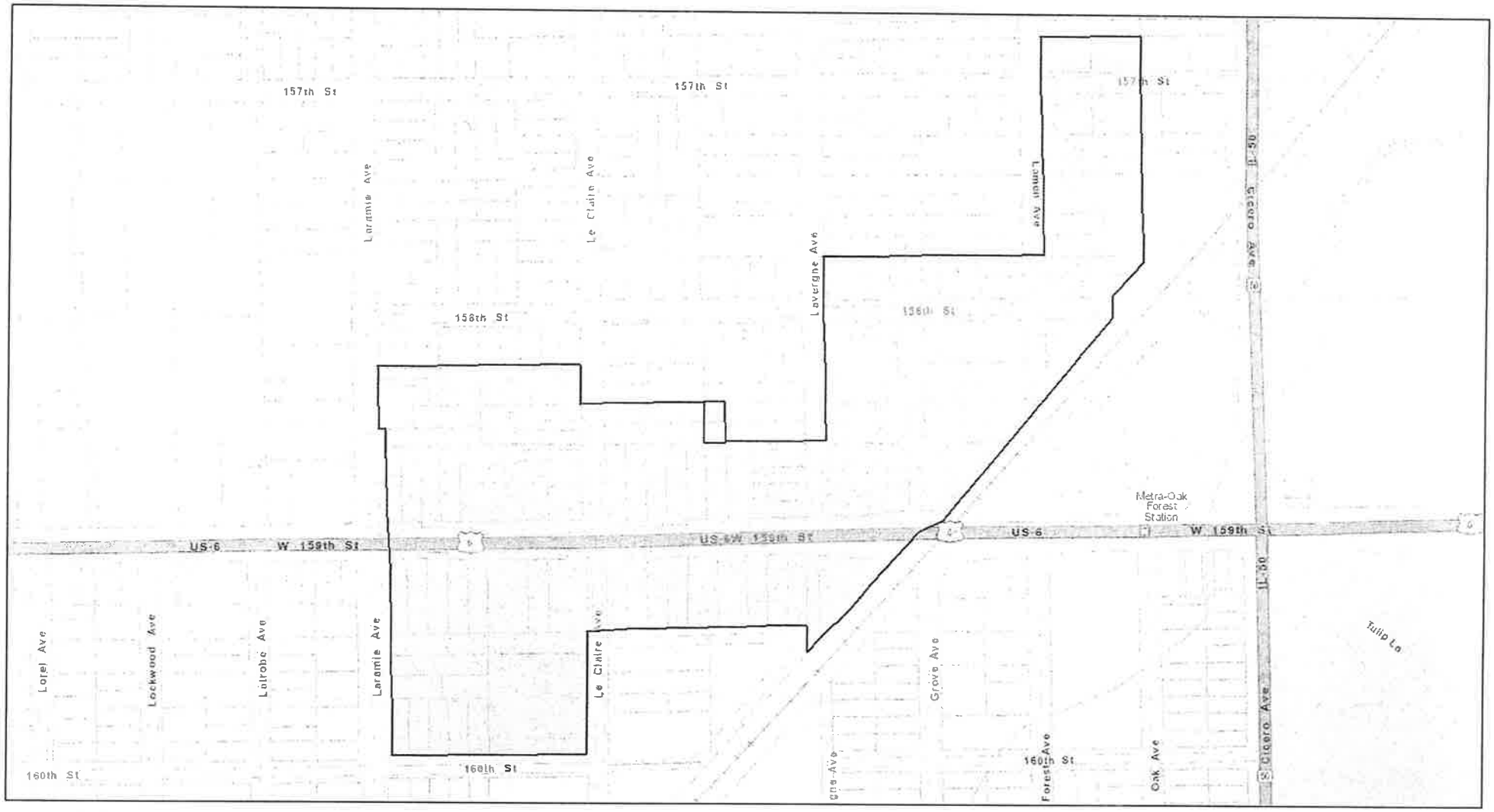
EXHIBIT A-2

City of Oak Forest
West 159th Street Corridor Tax Increment Financing District
(TIF District #7)

Redevelopment Project Area
Street Location Map

(attached)

TIF District #7



February 22, 2016

TIF District 7 (Proposed)

Parcels

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

15440 CENTRAL AVENUE
OAK FOREST IL 60452-2104

TELEPHONE: 708-687-4050
FAX: 708-687-8817

OAK FOREST

ALL GOOD THINGS CLOSE TO HOME

www.LivingOakForest.com www.Oak-Forest.org

CERTIFICATION

I, DAVID M. NEUMAN, CITY CLERK OF THE CITY OF OAK FOREST, ILLINOIS DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE, ACCURATE COPY OF THE CITY OF OAK FOREST'S ORDINANCE NO. 2016-07-0611O AMENDING THE BOUNDARIES AND INTER-GOVERNMENTAL AGREEMENT BETWEEN CO-APPLICANTS FOR THE CAL SAG ENTERPRISE ZONE, WHICH WAS APPROVED BY THE CITY COUNCIL ON JULY 12, 2016.

THE SEAL AFFIXED HERETO IS THE OFFICIAL SEAL OF THE CITY OF OAK FOREST, AND THIS CERTIFICATE IS HEREBY EXECUTED UNDER SUCH OFFICIAL SEAL.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 13TH DAY OF JULY, 2016.

David M. Neu

DAVID M. NEUMAN
CITY CLERK

(SEAL)

City Council Agenda Memo

DATE: July 8, 2016

TO: Mayor and City Council

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

SUBJECT: **Approval of ORDINANCE 2016-07-0611O amending the boundaries and intergovernmental agreement between co-applicants for the Cal Sag Enterprise Zone, Petitioner, City of Oak Forest.**

BACKGROUND

Since the time when the State of Illinois approved the Cal Sag Enterprise Zone, several communities had boundary change requests. The City of Oak Forest was one of the communities looking to change its boundaries. The area being included is the southwest corner of 167th Street and Cicero. It includes the Shell Gas Station and several parcels to the south. This area is a redevelopment opportunity where much of the needed infrastructure will be coming through to serve the properties east of Cicero.

ACTION REQUESTED

Approval of Ordinance 2016-07-0611O authorizing the amendment to the boundaries and intergovernmental agreement between municipalities within the Cal Sag Enterprise Zone.

THE CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

ORDINANCE
NO. 2016-07-0611O

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY BETWEEN AND AMONG THE CITY OF OAK FOREST, SEVERAL SOUTH SUBURBAN MUNICIPAL CORPORATIONS, AND COUNTY OF COOK AMENDING THE BOUNDARIES OF THE CAL SAG ENTERPRISE ZONE

Passed by the Corporate Authorities, July 12, 2016

Printed and Published, July 12, 2016

Printed and Published in Pamphlet Form
By Authority of the Corporate Authorities

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. 2016-07-0611O

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

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY BETWEEN AND AMONG THE CITY OF OAK FOREST, SEVERAL SOUTH SUBURBAN MUNICIPAL CORPORATIONS, AND COUNTY OF COOK AMENDING THE BOUNDARIES OF THE CAL SAG ENTERPRISE ZONE

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The State of Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.* ("***Act***"), provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State.

The City together with several other South Suburban municipalities and Cook County (collectively, "***County and Municipalities***") have previously established the Cal Sag Enterprise Zone pursuant to Act, which Enterprise Zone received approval from Illinois Enterprise Zone Board and certification by the Department of Commerce and Economic Opportunity.

The County and Municipalities desire to amend the boundaries of the Cal Sag Enterprise Zone by deleting certain territories and adding territories. These boundary amendments will encourage private sector investments within the Cal Sag Enterprise Zone. Prior to filing an application to amend the Cal Sag Enterprise Zone boundaries, the County and Municipalities must adopt ordinances specifying the amended boundaries. These boundary amendments are detailed in that certain amended intergovernmental agreement, made pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and the intergovernmental cooperation provision in Article 7, Section 10 of the Constitution of the State of Illinois (1970), and the City's home rule powers ("***Amended Intergovernmental Agreement***").

Section 2. ENTERPRISE ZONE DESIGNATION.

An Enterprise Zone is hereby declared and established as an amendment to the current existing Cal Sag Enterprise Zone, pursuant to the authority granted by the Illinois Enterprise Zone Act, subject to the approval by the Illinois Enterprise Zone Board and certification by the Illinois Department of Commerce and Economic Opportunity. This amended Enterprise Zone is hereby named and designated as the Cal Sag Enterprise Zone.

Section 3. TERM.

The term of the amended Enterprise Zone is the same as the current existing Cal Sag Enterprise Zone, subject to the effective date of certification of the amended Enterprise Zone and the potential 10-year renewal prescribed under the Illinois Enterprise Zone Act. The current

existing Cal Sag Enterprise Zone is scheduled to expire on December 31, 2030, subject to the 10 year renewal prescribed under the Illinois Enterprise Zone Act.

Section 4. DESCRIPTION OF ZONE.

The area of the designated amended Enterprise Zone is outlined in the map in ***Exhibit A*** and the Zone's boundaries and list of included parcels are delineated in ***Exhibit B,*** which exhibits are attached to and, by this reference, made a part of this Ordinance.

Section 5. QUALIFICATIONS.

The County and the Municipalities hereby declare and affirm that the amended Enterprise Zone is qualified for designation as an Enterprise Zone in accordance with the provisions of the Illinois Enterprise Zone Act, and the Corporate Authorities find that:

a. The amended Cal Sag Enterprise Zone is a contiguous area;

b. The amended Cal Sag Enterprise Zone comprises an area larger than one-half square miles and not more than Fifteen square miles in total area;

c. The amended Cal Sag Enterprise Zone is a depressed area;

d. The amended Cal Sag Enterprise Zone addresses a reasonable need to encompass portions of more than one (1) Municipality and adjacent unincorporated areas of the County;

e. The amended Cal Sag Enterprise Zone exceeds the minimum requirement of meeting 3 of the 10 criteria specified in the Illinois Enterprise Act (20ILCS 655/4 (f);

f. On June 2, 2016, a public hearing was conducted pursuant to a Notice duly published in a newspaper of general circulation, within the Cal Sag Enterprise Zone and within the proposed amended Cal Sag Enterprise Zone, not more than 20 days nor less than 5 days before the hearing date;

g. The amended Cal Sag Enterprise Zone satisfies any additional criteria stated in the Illinois Enterprise Zone Act, established by the Rules of the Illinois Department of Commerce and Economic Opportunity and the Illinois Enterprise Zone Board.

These findings by the Corporate Authorities are supported, sustained and consistent with the substantive materials contained in ***Exhibit C*** attached to and, by this reference, made a part of this Ordinance.

Section 6. INCENTIVES.

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate or expand within an Enterprise Zone, subject to terms, conditions, rules and legal limitations in the law:

STATE INCENTIVES

- **Sales Tax Exemption** - A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. Materials must be permanently affixed to the property and must be purchased from a qualified retailer.
- **Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption** - A 6.25 percent state sales tax exemption on purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least $5 million in qualified property that creates a minimum of 200 fulltime-equivalent jobs, a business investing at least $40 million in a zone and retaining at least 2,000 jobs, or a business investing at least $40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.
- **Enterprise Zone Utility Tax Exemption** - A state utility tax exemption on gas, electricity and the Illinois Commerce Commission's administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least $5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of $20 million that retains at least 1,000 full-time-equivalent jobs, or an investment of $175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
- **Enterprise Zone Investment Tax Credit** - A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in an Enterprise Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent Investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.
- **Contribution Deduction** - Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

LOCAL INCENTIVES AND FEES

Local governments, through the assistance and coordination of the Enterprise Zone Administrators, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by counties and municipalities. The following local Enterprise Zone incentives are hereby offered:

a. Abatement of 50% of the municipal portion of property taxes on new improvements for the first five years following the completion of these improvements for industrial or commercial properties, or for residential properties of twelve or more housing units, so long as the residential property remains under one ownership. This benefit will not be applicable if the project investor is also the recipient of tax relief under the terms of a tax increment finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government

b. Waiver of 50% of initial building permit or zoning application fees for industrial or commercial properties, or for residential properties of twelve or more housing units

c. The Enterprise Zone will provide officials of municipalities that are signatories to the Intergovernmental Agreement, which is Attachment D to this Ordinance, with certain written

documentation and materials relative to additional incentives, including public or not for profit financing and workforce development programs, which municipal officials may make available to the project developer, and other interested individuals. There is no representation that the available documents and materials include all incentives and program available to the project

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% (one half of one percent) of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than $50,000 is permitted (20 ILCS 655/8.2 (c) as to each project.

Section 7. ZONE ADMINISTRATOR.

The Zone Administrator is responsible for the day-to-day operation of the Enterprise Zone including the following duties:

a. Supervise the implementation of the provisions of the Cal Sag Intergovernmental Agreement under the Illinois Enterprise Zone Act.

b. Act as a liaison between the County, Municipalities, the Illinois Department of Commerce Economic Opportunity, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private.

c. Conduct an ongoing evaluation of the Enterprise Zone programs and submit evaluative reports, at least annually, to the Council.

d. Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the amended Enterprise Zone.

e. Recommend qualified Designated Zone Organizations to the Council of the amended Enterprise Zone.

f. Have other such duties as specified by the Council, including the appointment of authorized personnel as appropriate, to assure the smooth operation of the amended Cal Sag Enterprise Zone.

Section 8. APPROVAL AND AUTHORIZATION.

A. The Amended Intergovernmental Agreement is hereby approved in substantially the form of ***Exhibit D*** attached to and, by this reference, made a part of this Ordinance.

B. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Amended Intergovernmental Agreement, as well as all other documents reasonably necessary in the furtherance of the Joint Application for said amended Enterprise Zone, to be filed with the Illinois Department of Commerce and Economic Opportunity.

Section 9. CONTINUATION OF MANAGEMENT.

Section 4, Zone Management, including Subsections (a), (b) and (c) of the Amended Intergovernmental Agreement is identical to the likewise enumerated provisions in the Intergovernmental Agreement of the current existing Cal Sag Enterprise Zone. So as to provide continuity between the existing and amended Cal Sag Enterprise Zone, the prior zone management actions of the Parties and the Joint Enterprise Zone Governing Council are hereby adopted for the purposes of the amended Cal Sag Enterprise Zone. The adopted management actions include the appointment of representatives of the Parties to the Council, the adoption of rules and procedures by the Council and the appointment of a Zone Administrator, if any. This provision does not limit the Parties or the Council from duly implementing changes in zone management to the amended Cal Sag Enterprise Zone.

Section 10. SEVERABILITY.

This Ordinance and every provision thereof shall be considered severable and the invalidity of any section clause, paragraph, sentence or provision of this Ordinance will not affect the validity of any other portion of this Ordinance.

Section 11. EFFECTIVE DATE.

This Ordinance will be in full force and effect upon, but not before:

a. passage and publication in pamphlet form in the manner required by law; and

b. the adoption of ordinances by the County and Municipalities approving and authorizing execution by their designated authorities of the Amended Intergovernmental Agreement.

ADOPTED
This 12TH Day of July, 2016

APPROVED By Me
This 12TH Day of July, 2016

HENRY L. KUSPA, MAYOR

ATTEST:

David Newman, 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				

EXHIBITS
Cal Sag Enterprise Zone Amendment
Ordinance & Intergovernmental Agreement

The following links are provided to Exhibits to the Cal Sag Enterprise Zone Ordinance and Intergovernmental Agreement:

Exhibit A: Cal Sag EZ Map

EXHIBIT B: Part 1 Parcels in the Cal Sag Zone Mapped

EXHIBIT B: Part 2 Parcels in the Cal Sag Zone Listed

Exhibit C: Cal Sag Amendment Application 2016

Exhibits to this ordinance and Intergovernmental Agreement are provided through the medium of electronic hyperlinks for several reasons:

(1) Exhibits A and B Part 1 include maps of areas which require high resolution to be meaningfully examined for some purposes. Such resolution cannot be conveyed on paper documents of a size that can be readily distributed. However, in electronic format a reviewer may "zoom in" to examine an area at any desired level of resolution.
(2) Exhibits B Part 1 and C are very large documents that may not be conveniently distributed in paper form. However, these documents may be viewed electronically or printed from the preceding links.
(3) In the use of Exhibit B Part 1, click on the link and a map of the south suburbs is displayed. Click on a town in the Cal Sag Enterprise Zone and a detailed map of the Zone within that town will appear. Click on a desired location within that map and the parcel number will be displayed.

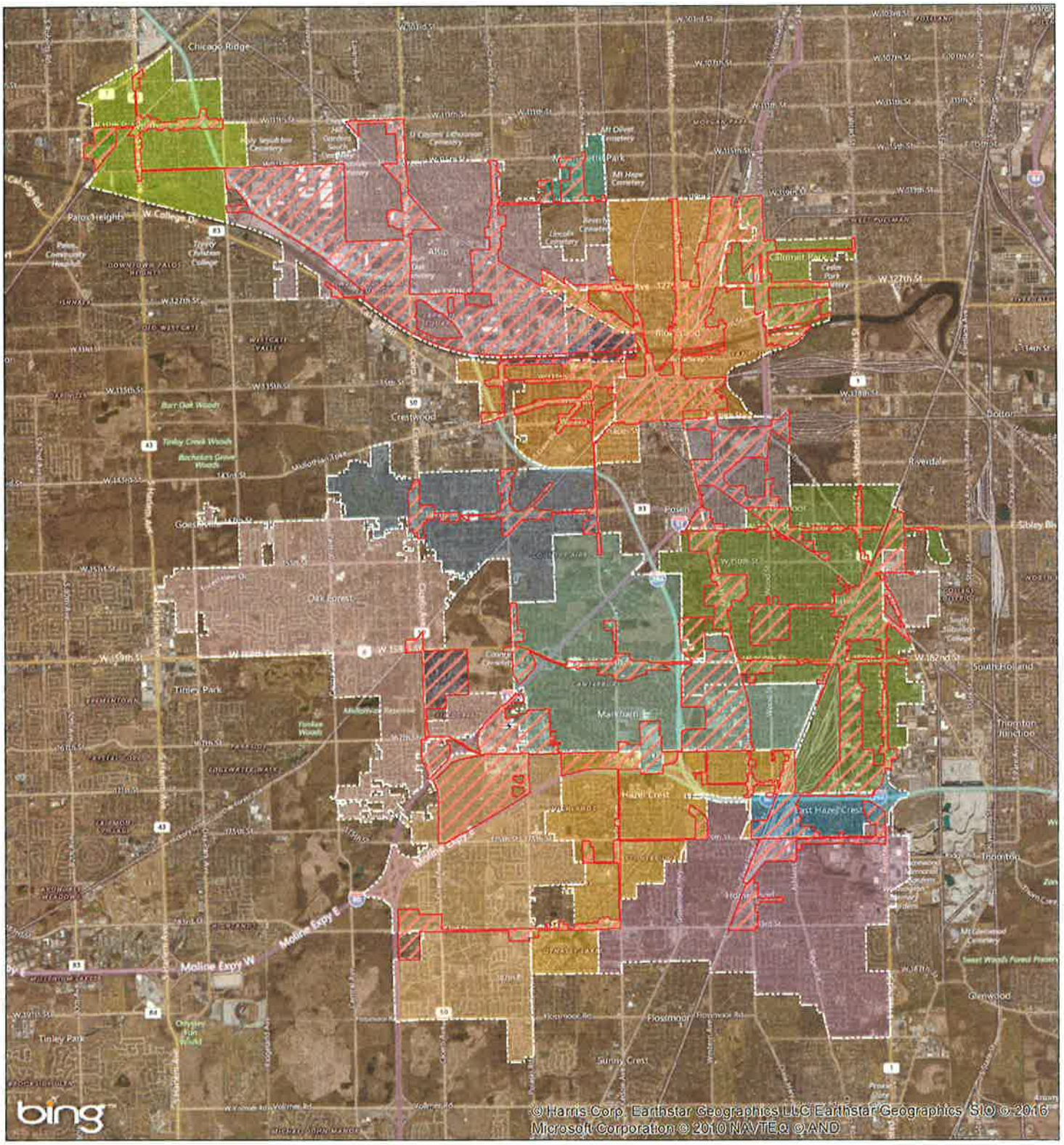
These exhibits my may also be reviewed in paper format at:

Offices of the South Suburban Mayors and Managers Association (SSMMA)
1904 W. 174th Street
East Hazel Crest, IL 60429

For viewing contact:
Chris Poschek
Enterprise Zone Program Manager and GIS Analyst
SSMMA
(708) 922-4601
Chris.poshek@cshcdc,org

Attachment A Cal-Sag Enterprise Zone Map

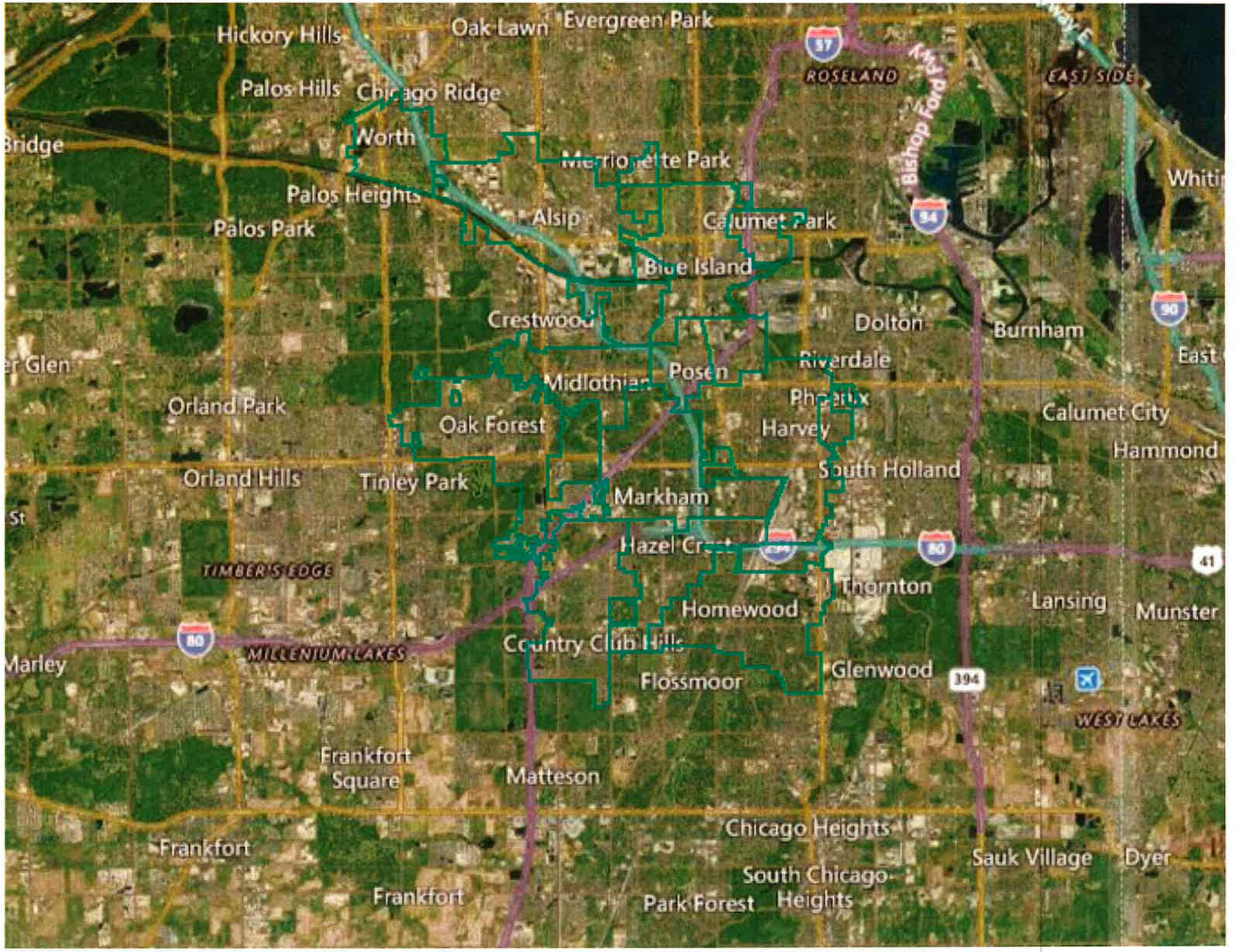
Alsip/Blue Island/Calumet Park/Country Club Hills/Dixmoor/East Hazel Crest/
Harvey/Hazel Crest/Homewood/Markham/Merrionette Park/Midlothian/Oak Forest/
Phoenix/Robbins/Unincorporated Cook County/Worth



Cal-Sag Enterprise Zone

Enterprise Zone Total Area = 14.64 (Sq. Mi.)

Miles
0 0.75 1.5


Hickory Hills
Oak Lawn
Evergreen Park
ROSELAND
EAST SIDE
Palos Hills
Chicago Ridge
Bridge
Worth
Merrionette Park
Palos Heights
Alsip
Calumet Park
Palos Park
Blue Island
Crestwood
Dolton
Burnham
Riverdale
Posen
Midlothian
Orland Park
Phoenix
Calumet City
Oak Forest
Harvey
Hammond
Orland Hills
Tinley Park
South Holland
Markham
Hazel Crest
TIMBER'S EDGE
Thornton
Lansing
Munster
Homewood
MILLENIUM LAKES
Country Club Hills
Glenwood
Flossmoor
WEST LAKES
Frankfort Square
Matteson
Chicago Heights
Frankfort
Sauk Village
Dyer
South Chicago Heights
Park Forest

City Council Agenda Memo

DATE: **July 8, 2016**

TO: **Mayor and City Council**

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

SUBJECT: **Approval of RESOLUTION 2016-07-0294R; requesting a sign façade assistance grant for new signage at 5740 W. 159th Street, De Re Tire and Auto, Inc.**

BACKGROUND

De Re Tire and Auto, Inc. of 5740 W. 159th Street is requesting assistance to construct a new monument sign in the approximate location of the existing signage. The existing signage were pole signs that were obsolete. The proposed signage will be in conformance with the code. Since the operator has an exclusive agreement to provide Goodyear tires, designated sign makers are used while the operator has to provide the labor. The operator requested a certain deadline quote and Grate Signs was the only group that could complete the project for Goodyear and De Re Tire and Auto, Inc. Due to overall project being completed ahead of schedule, the sign has been constructed with the anticipation that the City Council would approve. De Re Tire requested local bidders to submit with a deadline for project completion. Grate was the only sign company to respond. The EAC waived the three minimum bids to allow for this project to move forward. Below is the bid/pricing that has been acquired by the applicant:

Signage
Grate Signs: $29,667.25

The total project budget for the De Re Tire and Auto, Inc. signage is proposed at $29,667.25. With the 33% reimbursement through the façade assistance program, the total grant reimbursement would be $9,790.19.

ACTION REQUESTED
Approval of a façade assistance grant request for new signage at De Re Tire and Auto, Inc.

RECOMMENDATION
The Economic Advisory Council recommended approval of the subject grant request on 7/6/16.

RESOLUTION NO. 2016-07-0294R

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

A RESOLUTION APPROVING A
FAÇADE ASSISTANCE GRANT AGREEMENT WITH
De Re Tire and Auto, Inc.

(6740 W. 159th Street – De Re Tire and Auto, Inc.)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

De Re Tire and Auto, Inc. ("***Owner***") is constructing a facade improvement whereby the owner will construct ground sign with an electronic message center at 5740 W. 159th Street ("***Property***"), where they are relocating to. The Owner has been working with their corporate partner and utilizing local labor to complete the sign. The Owner has submitted the project budget as $29,667.25 with a grant request of $9,790.19.

Section 2. PUBLIC MEETING.

The Economic Advisory Council ("***EAC***") held a public meeting on July 6, 2016 and recommended approval of the requested grant with the condition to waive the three bid minimum and requiring a flower planter box being constructed within six months of the executed agreement.

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 12TH Day of July, 2016

APPROVED By Me
This 12TH Day of July, 2016

Henry L. Kuspa, Mayor

ATTEST:

David Neuman, Clerk

Aldermen	Aye	Nay	Abstain	Absent
Laura Clemons First Ward	✓			
Richard D. Simon Second Ward	✓			
Diane Wolf Third Ward				✓
Larry Shoenfeld Fourth Ward	✓			
Jim 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

2016-07-0294R

FAÇADE IMPROVEMENTS GRANT AGREEMENT

THIS FACADE IMPROVEMENTS GRANT AGREEMENT is made and entered into as of the 12th day of July, 2016, and is by and between the **CITY OF OAK FOREST,** an Illinois home rule municipal corporation ("***City***") and De Re Tire and Auto, Inc., ("**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 ("***Façade Program***").

B. The Owner is the legal title owner of the property commonly known as 5740 W. 159th 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 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 Facade 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 $29,667.25	9,790.19
TOTAL $29,667.25	**$9,790.19**

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:

Brian De Re
De Re Tire and Auto, Inc.
5740 W. 159th 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:

By:_____
City Clerk

CITY OF OAK FOREST, an Illinois home rule municipal corporation

By:_____
Mayor

ATTEST:

By:_____

De Re Tire and Auto, Inc.

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 **De Re Tire and Auto,** an Illinois 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** HENRY L. KUSPA and DAVID M. NEUMAN, 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 12TH day of JULY, 2016.

"OFFICIAL SEAL"
JAMES C. RICHMOND
Notary Public, State of Illinois
My Commission Expires 02/22/2020
Seal

James C. Richmond
Signature of Notary

My Commission expires: FEB. 22, 2020

EXHIBIT A
Property Legal Description

LOT 3 IN OAK VIEW SUBDIVISION, A SUBDIVISION OF THE WEST ¾ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, ILLINOIS.

…commonly referred to as 5740 159th Street, Oak Forest, IL 60452

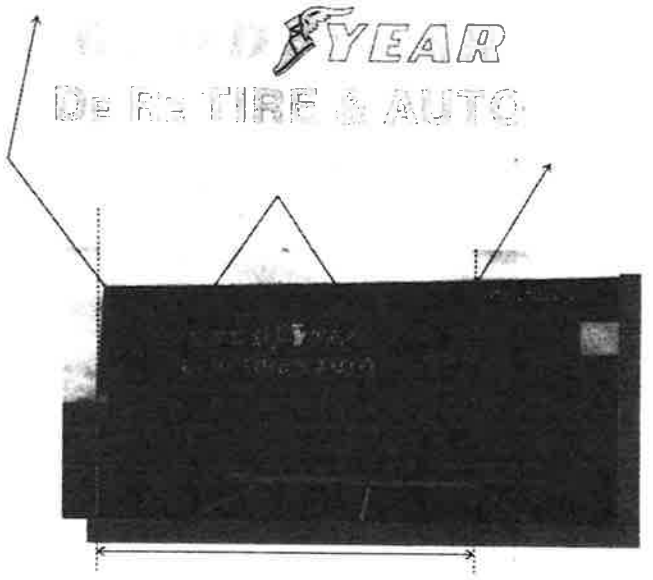
EXHIBIT B
Façade Improvement Cost Estimates

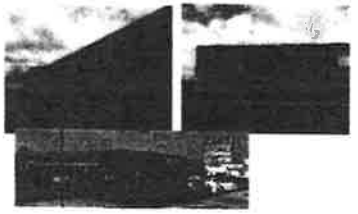
Signage

Grate Signs: $29,667.25

EXHIBIT C
Signage Photographs

GOODYEAR





A

GOODYEAR		

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, ("**Signage 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:

Brian De Re
De Re Tire and Auto, Inc.
5740 W. 159th 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: **De Re TIRE and AUTO, INC.**

By: _____ _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

The foregoing instrument was acknowledged before me on _____, 2016, by **De Re Tire and Auto, Inc.,** 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: _____