

City Council Meeting
Tuesday, September 27, 2016

City of Oak Forest

8:00 P.M.
City Council Chambers

AGENDA

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

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. ANNOUNCEMENTS AND COMMUNITY CALENDAR**
- 4. MOTION TO ESTABLISH CONSENT AGENDA**
- 5. CONSENT AGENDA:**
 - A. Approval of Minutes:
 1. City Council - September 13, 2016
 - B. Consideration of the following Lists of Bills dated:
 1. Regular Bills Fiscal Year 2016-2017 - September 27, 2016
 2. Supplemental Bills Fiscal Year 2016-2017 - September 27, 2016

C. Consideration of the following Commission Minutes:

- | | | |
|------------------------|---|--------------------|
| 1. Consumer Protection | - | August 10, 2016 |
| 2. Consumer Protection | - | September 14, 2016 |
| 3. Senior Citizens | - | June 8, 2016 |
| 4. Cable | - | August 11, 2016 |

D. Consideration of the following reports:

- | | | |
|---|---|--------------------|
| 1. Baxter & Woodman Project Status Report | - | September 23, 2016 |
|---|---|--------------------|

E. Presentation of the findings of the MFT audit by the Illinois Department of Revenue, which state that the City of Oak Forest is in compliance with applicable laws, regulations and administrative requirements.

6. ADMINISTRATION

A. Approval of the appointment of Police Chief Tim Kristin to the 911 Board. The attached memo from Mayor Kuspa, dated September 23, 2016, provides supporting details.

7. FINANCE

A. Approval of Agreement No. 2016-09-0234A with Chapman and Cutler LLP to serve as bond counsel for the City of Oak Forest relating to the refunding of bonds. The attached memo from Finance Director Julian, dated September 22, 2016, provides supporting details.

8. INFORMATION TECHNOLOGY

A. Approval of Agreement No. 2016-09-0235A to renew a contract with Mitel for the City of Oak Forest's in-house phone system at a cost of \$32,575.32 over three years. The attached memo from Information Technology Director Rieman, dated September 20, 2016, provides supporting details.

9. COMMUNITY DEVELOPMENT

A. Approval of a partial payment of \$29,112.00 to Mainline Development, LLC for reimbursements relative to Lot 4 in the Gateway Project. The attached memo from Community Development Director Dotson, dated September 22, 2016, provides supporting details.

10. CITIZENS PARTICIPATION

11. OLD BUSINESS

12. NEW BUSINESS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Community Calendar

Farmers Market – Last Market for the Season

Saturday, October 1

8 a.m. to 1 p.m.

Waverly Commuter Lot – 156th and Cicero

Free Paper Shred

Saturday, October 1

10 a.m. to noon

156th & Cicero (enter on Waverly Avenue)

Sponsored by CNB Bank & Trust

Community Awareness Fair

Saturday, October 1

10 a.m. to 2 p.m.

Oak Forest High School

Blood Drive

Rotary Club of Oak Forest

Saturday, October 1

10 a.m. to 2:45 p.m.

Oak Forest High School

City Hall Closed

Saturday, October 1

Senior Health Fair

Thursday, October 6

10 a.m. to 2 p.m.

Oak Forest Park District

Salute to Armed Forces

Presented by Cook County Commissioner Joan Murphy's Office

Thursday, October 13 at noon

Double Tree Hotel in Alsip

All branches of military are invited; register by October 11

Call 708-389-2125

Early Voting

October 24 through November 7

Check www.oak-forest.org for specific times

City Hall

Sign up for Oak Forest e-Briefs

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

Social Media

The City of Oak Forest is on Facebook and Twitter.

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



**CITY OF OAK FOREST
MEETING CALENDAR**

Effective April 28, 2015

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

CITY OF OAK FOREST
CITY COUNCIL MEETING
Tuesday
September 23, 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 Schoenfeld
Alderman Emmett
Alderman Danihel
Mayor Kuspa
- Also Present:* City Administrator Ishler
City Clerk Neuman
Treasurer Kelly
Police Chief Anderson
Community Development Director Dotson
Deputy Police Chief Kristin
Officer Reid
- Absent:* Alderman Wolf
Alderman Hortsman
Finance Director Julian
Public Works Director Rinchich
Bldg. Commissioner Forbes
E.M.A. Chief Small

3. ANNOUNCEMENTS AND COMMUNITY CALENDER

Visit the Oak Forest Farmers Market on Saturday, September 17th from 8 a.m. to 1 p.m. at the Waverly Commuter Lot - 156th and Cicero.

City Hall will be closed on Saturday, September 17th.

The Oak Forest Senior Luncheon is on Thursday, September 22nd. Doors open at 10 a.m. Misty Creek Antiques - please bring only one item for evaluation.

CNB Bank and Trust is sponsoring free paper shredding on Saturday, October 1st, from 10 a.m. until noon at the Waverly commuter lot.

The Community Awareness Fair is on October 1st from 10 a.m. until 2 p.m. at Oak Forest High School.

Senior Commission member Muscarella announced the Senior Health Fair on October 6th at the Oak Forest Park District.

City Clerk Neuman stated an Interested Parties Memo will be available in the Clerk's for anyone interested in the 2017 municipal election.

4. MOTION TO ESTABLISH CONSENT AGENDA

Alderman Clemons made the motion to establish Consent Agenda.

Alderman Simon seconded.

Roll Call vote was taken as follows:

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

The motion to establish Consent Agenda carried 5/0 with two ABSENT.

5. CONSENT AGENDA

- A. Approval of Minutes:
 - 1. Committee of the Whole - July 26, 2016
 - 2. City Council - August 23, 2016

 - B. Consideration of the following Lists of Bills dated:
 - 1. Regular Bills Fiscal Year 2016-2017 - September 13, 2016
 - 2. Supplemental Bills Fiscal Year 2016-2017 - September 13, 2016

 - C. Consideration of the following Commission Minutes:
 - 1. Cable - July 14, 2016
 - 2. Emergency Telephone System Board (911) - August 2, 2016
 - 3. Planning & Zoning - August 3, 2016
 - 4. Planning & Zoning - August 24, 2016

 - D. Consideration of the following reports:
 - 1. Baxter & Woodman Project Status Report - August 30, 2016
-

Alderman Emmett made the motion to approve the Consent Agenda.

Alderman Schoenfeld seconded.

Roll Call vote was taken as follows:

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

The motion to approve the Consent Agenda carried 5/0 with two ABSENT.

6. ADMINISTRATION

- A. Approval of Proclamation No. 2016-09-0232P recognizing Police Chief Gregory Anderson upon his retirement from the Oak Forest Police Department.

Alderman Danihel made the motion to approve Proclamation No. 2016-09-0232P.

Alderman Emmett seconded.

City Clerk Neuman read Proclamation No. 2016-09-0232P into the record.

Roll Call vote was taken as follows:

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

The motion to approve Proclamation No. 2016-09-0232P carried 5/0 with two ABSENT.

B. Approval of the appointment of Timothy Kristin as Police Chief.

Alderman Simon made the motion to approve the appointment of Timothy Kristin as Police Chief.

Alderman Schoenfeld seconded.

Alderman Simon and Mayor Kuspa came forward with supporting details.

Roll Call vote was taken as follows:

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

The motion to approve the appointment of Timothy Kristin carried 5/0 with two ABSENT.

C. Approval of the appointment of Jason Reid as Deputy Chief of Police.

Alderman Emmett made the motion to approve the appointment of Jason Reid as Deputy Chief of Police.

Alderman Schoenfeld seconded.

Mayor Kuspa came forward with supporting details.

Roll Call vote was taken as follows:

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

The motion to approve the appointment of Jason Reid as Deputy Chief of Police carried 5/0 with two ABSENT.

D. Approval of Ordinance No. 2016-08-06160 amending the ordinance which controls the sale of alcoholic beverages to include the classification and licensing of video gaming establishments.

Alderman Clemons made the motion to approve Ordinance No. 2016-08-06160.

Alderman Emmett seconded.

City Administrator Ishler came forward with supporting details.

Alderman Clemons asked for confirmation that Class I will not exceed 4 licenses. City Administrator Ishler confirmed.

Roll Call vote was taken as follows:

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

The motion to approve Ordinance No. 2016-08-06160 carried 5/0 with two ABSENT.

7. POLICE

A. Approval to dispose of 2001 Toyota Tacoma, which was seized for drug offenses, but is in inoperable condition.

Alderman Simon made the motion to approve the appointment of Timothy Kristin as Police Chief.

Alderman Schoenfeld seconded.

Roll Call vote was taken as follows:

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

The motion to approve the appointment of Timothy Kristin carried 5/0 with two ABSENT.

8. COMMUNITY DEVELOPMENT

A. Approval of Ordinance No. 2016-09-06180 amending Section 9-106.K4 of the Oak Forest Zoning Ordinance, Wall Signs, pertaining to wall sign height, width and area.

CITY COUNCIL MEETING
13 September 2016
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Alderman Clemons made the motion to approve Ordinance No. 2016-09-06180.

Alderman Emmett seconded.

Community Development Director Dotson came forward with supporting details.

Mayor Kuspa asked for confirmation that the Planning & Zone Commission unanimously approved this recommendation. Community Development Director Dotson confirmed.

Roll Call vote was taken as follows:

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

The motion to approve Ordinance No. 2016-09-06180 carried 5/0 with two ABSENT.

B. Approval of Ordinance No. 2016-09-06190 amending the Oak Forest Subdivision and Development Code to clarify the definition of street when property is divided and developed in the City to require streets to meet current Code Standards.

Alderman Danihel made the motion to approve Ordinance No. 2016-09-06190.

Alderman Simon seconded.

Community Development Director Dotson came forward with supporting details.

Mayor Kuspa stated his support.

Roll Call vote was taken as follows:

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

The motion to approve Ordinance No. 2016-09-06190 carried 5/0 with two ABSENT.

C. Approval of Resolution No. 2016-09-0295R supporting a Class 8 Tax Incentive for Property located at 4375 Frontage Road: Best Western, petitioner.

Alderman Clemons made the motion to approve Resolution No. 2016-09-0295R.

Alderman Emmett seconded.

Community Development Director Dotson came forward with supporting details.

(END OF TAPE 1, SIDE A)

Roll Call vote was taken as follows:

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

The motion to approve Resolution No. 2016-08-0295R carried 5/0 with two ABSENT.

D. Approval of Resolution No. 2016-09-0296R supporting a Class 8 Tax Incentive for property located at 15541 South Cicero Avenue: Mack Companies, petitioner.

Alderman Simon made the motion to approve Resolution No. 2016-09-0296R.

Alderman Emmett seconded.

Community Development Director Dotson came forward with supporting details.

Roll Call vote was taken as follows:

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

The motion to approve Resolution No. 2016-09-0296R carried 5/0 with two ABSENT.

E. Approval of Resolution No. 2016-09-0297R extending the time period for the Preliminary Development Agreement with KC Realty, Inc., formerly Mid-America Development Properties, LLC, a developer for City-owned property commonly known as the "Oak Fest Site and Church Property" in the 5400 block of West 159th Street.

Alderman Simon made the motion to approve Resolution No. 2016-09-0297R.

Alderman Schoenfeld seconded.

Community Development Director Dotson came forward with supporting details.

Roll Call vote was taken as follows:

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

The motion to approve Resolution No. 2016-09-0297R carried 5/0 with two ABSENT.

F. Approval of Resolution No. 2016-09-0298R extending the time period for the Preliminary Development Agreement with Mack Companies, LLC, a developer for City-owned property commonly known as the "Oak Forest Mobile Home Park" at 5112 West 159th Street.

Alderman Emmett on made the motion to approve Resolution No. 2016-09-0298R.

Alderman Simon seconded.

Community Development Director Dotson came forward with supporting details.

Roll Call vote was taken as follows:

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

The motion to approve Resolution No. 2016-09-0298R carried 5/0 with two ABSENT.

G. Approval of Agreement No. 2016-09-0233A with Oak Park Avenue Realty, a subsidiary of Mack Companies for property management services at City-owned property commonly known as the "Oak Forest Mobile Home Park" at 5112 West 159th Street (pending final legal review).

Alderman Clemons made the motion to approve Agreement No. 2016-09-0233A.

Alderman Danihel seconded.

Community Development Director Dotson came forward with supporting details.

Alderman Emmett asked for confirmation that the park will be vacated by September 2017. Community Development Director Dotson confirmed. He also asked how many residents are still housed in the mobile park. Community Development Director Dotson stated approximately 30 out of 45 units are occupied.

Alderman Clemons asked if the collectable rent will be sufficient enough to pay off the line. Community Development Director Dotson stated it will not pay off the line.

Alderman Clemons also asked if there was an estimate of what the monthly expenses may be for decommissioning issues, maintenance, etc. Community Development Director Dotson stated there is a set monthly amount of \$3,000.00; however that would not account for unforeseeable expenses such as broken water lines, etc.

Alderman Simon asked if there are units currently being rented. Community Development Director Dotson stated there is 6 rentable trailers however only two are occupied.

Roll Call vote was taken as follows:

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

The motion to approve Resolution No. 2016-08-0233A carried 5/0 with two ABSENT.

9. CITIZENS PARTICIPATION

Mayor Kuspa opened for public testimony, but there were none.

10. OLD BUSINESS

Nothing to report.

11. NEW BUSINESS

Nothing to report.

12. EXECUTIVE SESSION

The Mayor asked for a motion to go into Executive Session to discuss the purchase or lease of real property for use by the City of Oak Forest, including meetings held for the purpose of discussing whether a particular parcel should be acquired; to discuss the setting of a price for sale or lease of real estate owned by the City of Oak Forest.

Alderman Danihel made the motion to go into Executive Session.

Alderman Emmett seconded.

Everyone was in agreement and the Executive Session started at 9:05 p.m.

A motion was made and seconded to reconvene Open Session.

Everyone was in agreement and Open Session reconvened at 9:40 p.m.

13. ADJOURNMENT

Alderman Simon made the motion to adjourn.

Alderman Danihel seconded.

All were in agreement and the meeting adjourned at 9:45 p.m.

MAYOR HENRY L. KUSPA

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
A-1 ELECTRIC & AUTOMATION INC.	16-08-0988	09/09/16	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5370 151ST ST. PERMIT	
Air Liquide Healthcare America Corp*	65489647	08/31/16	99.13	01-02-5317 EMS SUPPLIES	OXYGEN	
Air Liquide Healthcare America Corp*	65489648	08/31/16	207.79	01-02-5317 EMS SUPPLIES	OXYGEN	
AIRGAS USA LLC	1602355274	08/31/16	5.79	02-17-5327 SAFETY-OSHA REQUIREMENTS	LATE CHARGE	
AIRGAS USA LLC	9938487682	08/31/16	391.02	02-17-5327 SAFETY-OSHA REQUIREMENTS	ACETYLENE, OXYGEN	
ALL AMERICAN RODDING CO. INC.	16-08-0941	09/20/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5163 GREENTREE RD. PERMIT	
ALWAYS READY REPAIR INC.	16-08-0952	09/09/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14826 S. RIDGEWOOD PERMIT	
AMICO, JOHN	15-10-1236	09/14/16	400.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15300 CICERO AVE PERMIT	
ARAMARK REFRESHMENT SERVICES*	510492	08/15/16	53.49	01-03-5399 MISC EXPENSE	CUPS	
BARNES, JANET	16-08-1003	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14939 LAVERGNE PERMIT	
BATTERIES PLUS - 277	277-406830	09/19/16	75.90	01-02-5406 BUILDING MAINTENANCE	PHOTO LITHIUM, ALKALINES	
BEARY LANDSCAPE MANAGEMENT INC	30414	09/01/16	420.00	26-00-5663 19TH & CICERO GATEWAY	SEPTEMBER LAWN MAINTENANCE SERVICES	341
BEATTY, AARON*	09-21-16 EXP REIMB	09/21/16	20.95	01-02-5305 TELEPHONE	2 OTTERBOX CASES	
BEATTY, AARON*	09-21-16 EXP REIMB	09/21/16	19.99	01-03-5305 TELEPHONE	2 OTTERBOX CASES	
BOB'S ROOFING CREW	16-09-1066	09/20/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4900 W. 155TH ST. PERMIT	
BORDEN LANDSCAPING INC*	101616	09/13/16	340.00	02-18-5418 LANDSCAPING REPAIRS	STATION #2 DRAINTILE, DRAINAGE WORK, FINAL GRADE	
BORDEN LANDSCAPING INC*	101617	09/11/16	410.00	02-18-5418 LANDSCAPING REPAIRS	RESTORATION 5178 ALDERSYDE	
BORDEN LANDSCAPING INC*	101618	09/09/16	485.00	02-18-5418 LANDSCAPING REPAIRS	RESTORATION 155th ST	
BORDEN LANDSCAPING INC*	101619	09/05/16	320.00	02-18-5418 LANDSCAPING REPAIRS	RESTORATION PAUL AVE	
BREWER COMPANY, THE	76516	08/26/16	87.40	01-04-5415 PATCHING MATERIALS	POLY COTE, PAINT, PAILS, LIDS	
BREWER COMPANY, THE	76774	08/29/16	19.60	01-04-5415 PATCHING MATERIALS	POLY COTE BULK	
BUILDING & FIRE CODE ACADEMY	49516	09/06/16	345.00	01-11-5312 TRAINING & TRAVEL	Property Maintenance Class for Frank Flore	401
BUJAK, JOSEPH	16-08-0948	09/20/16	500.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16735 FOREST AVE. PERMIT	
BURWOOD GROUP INC	INV26005	07/28/16	3,600.00	01-01-5602 COMPUTERIZATION	HW/SW PALO ALTO NETWORKS PA-500 2GB MEMORY	403
BURWOOD GROUP INC	INV26005	07/28/16	720.00	01-01-5602 COMPUTERIZATION	LICENSE THREAT PREVENTION SUBSCRIPTION YEAR 1, PA-500	403
BURWOOD GROUP INC	INV26005	07/28/16	720.00	01-01-5602 COMPUTERIZATION	LICENSE WILDFIRE SUBSCRIPTION YEAR 1, PA-500	403
BURWOOD GROUP INC	INV26005	07/28/16	734.00	01-01-5602 COMPUTERIZATION	SUPPORT/MAINT PREMIUM SUPPORT YEAR 1, PA-500	403
CALL ONE*	09-15-16	09/15/16	441.27	01-01-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	1,339.60	01-02-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	433.09	01-03-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	101.05	01-04-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	54.16	01-05-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	43.31	01-10-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	158.80	01-11-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	43.31	01-12-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	243.42	02-17-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	21.65	02-18-5305 TELEPHONE	ACT# 1010-8280-0000	
CALL ONE*	09-15-16	09/15/16	302.10	89-00-5405 911 SYSTEM MAINTENANCE	ACT# 1010-8280-0000	
CALLUMET CITY PLUMBING	16-08-0976	09/09/16	200.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15747 LAMON AVE. PERMIT	
CANON FINANCIAL SERVICES INC	16520151	09/21/16	418.00	01-01-5504 CONTRACTUAL SERVICES	CONTRACT# 001-0694009-001 COPIER IRC5255 JME 10731	

List of Bills September 27th, 2016 FY2016-2017
Report dates: 9/27/2016-9/27/2016

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
CAPUTO, BRIAN	16-08-0955	09/14/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5815 VICTORIA PERMIT
CASE, KIMBERLY	16-07-0812	09/09/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16891 LECLAIRE AVE. PERMIT
CASE, KIMBERLY	16-07-0828	09/09/16	150.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16891 LECLAIRE AVE. PERMIT
CHERPANATH, JOHNSON	16-07-0862	09/20/16	50.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 17087 BONNIE TRAIL EAST PERMIT
CHICAGO TRIBUNE MEDIA GROUP	002871395	08/31/16	121.18	01-01-5308	ADVERTISING	ACT# CU00038229 LEGAL NOTICES
CINTAS CORPORATION #21	021253988	09/05/16	91.23	01-04-5406	BUILDING MAINTENANCE	TOWELS, COVERS, UNIFORMS
CINTAS CORPORATION #21	021253988	09/05/16	33.90	01-04-5313	UNIFORMS	TOWELS, COVERS, UNIFORMS
CINTAS CORPORATION #21	021257222	09/12/16	33.90	02-17-5313	UNIFORMS	TOWELS, COVERS, MATS, UNIFORMS
CINTAS CORPORATION #21	021257222	09/12/16	141.36	01-04-5406	BUILDING MAINTENANCE	TOWELS, COVERS, MATS, UNIFORMS
CIRCLE TRACTOR*	02-125980	09/10/16	47.94	01-02-5401	EQUIPMENT MAINTENANCE	MOTOMIX
CIRCLE TRACTOR*	02-126000	09/12/16	221.84	02-17-5401	EQUIPMENT MAINTENANCE	CHAIN LOOPS, HEX NUTS, OIL
Comcast	OCT16 CH	09/15/16	3.17	01-01-5399	MISC EXPENSE	Act# 8771 40 096 0326447
COMED	5088161063 09-16	09/06/16	47.44	02-18-5307	ELECTRICITY	Act# 5088161063
COMED	8363090017 09-16	09/06/16	14.02	01-04-5307	ELECTRICITY	Act# 8363090017
CONSTELLATION NEW ENERGY INC	0034685553	08/26/16	54.78	02-17-5307	ELECTRICITY	Act# 0046488000 1-YUJZ2B
CONSTELLATION NEW ENERGY INC	0034846652	09/02/16	14.49	09-04-5307	ELECTRICITY	Act# 0811019002 1-YUJY2B
CONSTELLATION NEW ENERGY INC	0034846657	09/02/16	270.84	01-04-5307	ELECTRICITY	Act# 6681156030 1-YUJYHU
CONSTELLATION NEW ENERGY INC	0034911487	09/07/16	72.06	02-18-5307	ELECTRICITY	Act# 0767455005 1EO-3333
CONSTELLATION NEW ENERGY INC	0034911488	09/07/16	1,766.72	02-17-5307	ELECTRICITY	Act# 5058092037 1-7DYAO
CONSTELLATION NEW ENERGY INC	0034911489	09/07/16	965.62	02-17-5307	ELECTRICITY	Act# 6843047063 1-7DH91
CONSTELLATION NEW ENERGY INC	0034911490	09/07/16	15.77	01-04-5307	ELECTRICITY	Act# 0108084073 1-YUJZ1K
CONSTELLATION NEW ENERGY INC	0034911491	09/07/16	11.56	02-17-5307	ELECTRICITY	Act# 0258056067 1-YUJZ0T
CONSTELLATION NEW ENERGY INC	0034911492	09/07/16	60.28	01-04-5307	ELECTRICITY	Act# 1833088020 1-YUJYVH
CONSTELLATION NEW ENERGY INC	0034911494	09/07/16	89.22	01-04-5307	ELECTRICITY	Act# 3003095013 1-YUJYSB
CONSTELLATION NEW ENERGY INC	0034911495	09/07/16	31.73	02-18-5307	ELECTRICITY	Act# 3543064038 1-YUJYR0
CONSTELLATION NEW ENERGY INC	0034911496	09/07/16	172.29	02-18-5307	ELECTRICITY	Act# 4398016025 1-YUJYQ9
CONSTELLATION NEW ENERGY INC	0034911498	09/07/16	264.05	02-17-5307	ELECTRICITY	Act# 4623128070 1-YUJY00
CONSTELLATION NEW ENERGY INC	0034911500	09/07/16	42.14	02-17-5307	ELECTRICITY	Act# 4878065013 1-YUJYN3
CONSTELLATION NEW ENERGY INC	0034911503	09/07/16	10.62	02-18-5307	ELECTRICITY	Act# 5148058016 1-YUJYLL
CONSTELLATION NEW ENERGY INC	0034911504	09/07/16	57.51	02-18-5307	ELECTRICITY	Act# 5553099027 1-YUJYKU
CONSTELLATION NEW ENERGY INC	0034911505	09/07/16	15.04	02-17-5307	ELECTRICITY	Act# 5883111050 1-YUJYK3
CONSTELLATION NEW ENERGY INC	0034911506	09/07/16	11.66	02-17-5307	ELECTRICITY	Act# 6108054008 1-YUJYIL
CONSTELLATION NEW ENERGY INC	0034911507	09/07/16	9.06	02-18-5307	ELECTRICITY	Act# 7023048032 1-YUJYH3
CONSTELLATION NEW ENERGY INC	0034913027	09/07/16	24.38	02-18-5307	ELECTRICITY	Act# 5088161063 1-YUJYMC
CROSSTOWN ELECTRIC INC*	23664	09/06/16	420.00	26-00-5663	159TH & CICERO GATEWAY	CHECK METRA LOT VOLTAGE AT ALL POLES, REMOVE CAM
DANIELS PRINTING & OFFICE SUPPLY*	623766-0	09/14/16	48.99	01-12-5301	OFFICE SUPPLIES	TABS, STAPLER, PENS
DANIELS PRINTING & OFFICE SUPPLY*	623911-0	09/19/16	33.95	01-03-5301	OFFICE SUPPLIES	NAMEPLATES TK, JR
DANIELS PRINTING & OFFICE SUPPLY*	623916-0	09/19/16	25.99	01-01-5301	OFFICE SUPPLIES	CARDSTOCK PAPER
DANIELS PRINTING & OFFICE SUPPLY*	623954-0	09/20/16	40.84	01-01-5301	OFFICE SUPPLIES	BUSINESS CARDS - PREER
DANIELS PRINTING & OFFICE SUPPLY*	624048-0	09/22/16	26.70	01-01-5301	OFFICE SUPPLIES	NAMEPLATES DP
DAVIDSON, DIANA	16-08-0998	09/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16818 MEADOWDALE DR. PERMIT

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
DAWES, LESLIE	16-08-1030	09/09/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5111 FARMSLEY CT. PERMIT
DE RE TIRE & AUTO*	4-3197	09/08/16	49.50	01-02-5402	VEHICLE MAINTENANCE	BRAKE INSPECTION, REPAIR, ADJUST
DE RE TIRE & AUTO*	4-3262	09/12/16	54.45	01-02-5402	VEHICLE MAINTENANCE	#900 OIL, DILTER, LUBE, FLUIDS
DEHAAN MASONRY & RESTORATION	16-08-0929	09/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16028 FOREST AVE. PERMIT
DELAAR MASONRY CORPORATION	09-08-16	09/08/16	1,975.00	01-08-5406	BUILDING MAINTENANCE	Flag ash depository Masonary work, Social Service to reimburse funds
DOUG'S DOGS	09-22-16	09/22/16	355.50	01-01-5207	SR. CITIZENS COMMISSION	SENIOR LUNCHEON
DUCKWALL, AMY LYNN	16-06-0718	09/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16040 LOCKWOOD AVE. PERMIT
DUSTCATCHERS INC*	22771	09/15/16	143.06	01-08-5406	BUILDING MAINTENANCE	MATS SERVICE/CLEANING CH
EAGLE GUN CLUB	16-04-0294	09/09/16	200.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5900 W. 159TH ST. PERMIT
EAGLE UNIFORM CO INC	248120	09/03/16	113.20	01-02-5313	UNIFORMS	COLLAR TABS, SEW ON TABS, SHIRTS, FLAGS
EDDIE'S PHOTOGRAPHY	1610	09/07/16	70.00	01-01-5311	SPECIAL EVENTS	PARADE & PICNIC ON 09-04-16
ELEVATOR SYSTEMS INC	16-08-0999	09/14/16	325.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15524 CICERO AVE PERMIT
ETP LABS INC*	16-131891	08/26/16	400.00	02-17-5503	PROFESSIONAL SERVICES	40 TOTAL COLIFORM TESTS
EVERSEAL BASEMENT	16-08-1002a	09/22/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5301 162ND ST PERMIT
EVON'S TROPHIES & AWARDS	09-13-16	09/13/16	126.00	01-02-5316	ELEMENTARY AGE FIRE ED	1ST, 2ND, 3RD PLACE RIBBONS
E-Z SIGN COMPANY	10174	09/16/16	490.00	01-01-5207	SR. CITIZENS COMMISSION	2 sided 18x24 coro signs, box of 50 stands
FEENEY, BRIAN	16-07-0515	09/14/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5901 ORAGNE PERMIT
FIDAN, ALI	16-09-1059	09/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15910 LECLAIRE AVE. PERMIT
FIELDMAN, PIETERIJE	P3788924	09/21/16	50.00	01-00-4301	POLICE FINES	DUPLICATE TICKET PAYMENT REFUND
FIORE, FRANK	09-06-16 EXP REIMB	09/06/16	123.12	01-11-5312	TRAINING & TRAVEL	TRAINING COURSE MILEAGE EXPENSE REIMBURSEMENT
FIVE STAR PAVING CONCRETE	16-08-1018	09/14/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15401 ORCHARD PERMIT
FOUR SEASONS AND AIR CONDITIONING	16-08-1039	09/14/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6133 HERON DR. PERMIT
FOUR SEASONS HEATING & AIR CONDITIONING	16-02-0079	09/09/16	50.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4670 W. 151ST ST. PERMIT
GEROUSIS, NICK	16-05-0478	09/09/16	1,000.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16016 LARAMIE PERMIT
GILKEY WINDOW COMPANY	16-08-0940	09/20/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 14950 SHEILA CT. PERMIT
GLOBAL EMERGENCY PRODUCTS*	AG57895	09/16/16	172.55	01-02-5402	VEHICLE MAINTENANCE	WINDOW CAB DOOR BRACKET
GLOBAL EMERGENCY PRODUCTS*	AG51900	09/07/16	24.96	01-02-5402	VEHICLE MAINTENANCE	CHROME LUG NUT COVER
GREAT ROOFING LLC	16-08-1036	09/14/16	100.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15337 KILPATRICK PERMIT
GRILLS TRUE VALUE HARDWARE*	A45936	09/08/16	18.07	01-08-5408	BLDG MAINT-KENNEL	FENDER WASH, BOLTS
GUARDIAN PEST CONTROL	259683	08/26/16	185.00	01-04-5512	OTHER SERVICES	BALD FACE HORNET TREATMENT
HAROLDS CHICKEN	16-05-0471	09/09/16	450.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4142 W. 167TH ST PERMIT
HOPE CHRISTIAN REFORMED CHURCH	16-06-0721	09/20/16	200.00	01-00-4824	COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5825 W. 151ST ST. PERMIT
ILLINOIS ASSOCIATION OF CHIEFS OF POLICE	2017 DUES JJR	09/23/16	85.00	01-03-5310	PROFESSIONAL DUES	2017 DUES D.CH. JASON J. REID
ILLINOIS FIRE INSPECTORS ASSOC	18212	09/19/16	350.00	01-02-5312	TRAINING & TRAVEL	INSPECTYOR II REGISTRATION - PATRICK DUFFY
ILLINOIS LABOR LAW POSTER SERVICE	A12992483714	09/13/16	73.90	01-01-5399	MISC EXPENSE	2017 STATE & FEDERAL POSTER SETS (5)
ILLINOIS LABOR LAW POSTER SERVICE	A12992483714	09/13/16	73.90	01-04-5399	MISC EXPENSE	2017 STATE & FEDERAL POSTER SETS (5)
ILLINOIS LABOR LAW POSTER SERVICE	A12992483714	09/13/16	147.80	01-02-5399	MISC EXPENSE	2017 STATE & FEDERAL POSTER SETS (5)
ILLINOIS LABOR LAW POSTER SERVICE	A12992483714	09/13/16	73.90	01-11-5399	MISC EXPENSE	2017 STATE & FEDERAL POSTER SETS (5)
ILLINOIS OFFICE OF STATE FIRE MARSHAL	9561997	09/08/16	70.00	01-02-5406	BUILDING MAINTENANCE	CERTIFICATE FEE BOILER
INGALLS OCCUPATIONAL HEALTH*	241833	09/06/16	270.00	01-01-5503	PROFESSIONAL SERVICES	TESTS -D.K.

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
INGALLS OCCUPATIONAL HEALTH*	242510	09/06/16	95.00	01-01-5503 PROFESSIONAL SERVICES	PHYSICAN - D.P.	
INTERNATIONAL CODE COUNCIL	2015 PRINCIPLES-DB	09/22/16	60.00	01-11-5312 TRAINING & TRAVEL	MECHANICAL CODE DESIGN, INSTALLATION, INSPECTION PRINCIPLES - DAVE BEECHY	
INTERNATIONAL CODE COUNCIL	2015 PRINCIPLES-MF	09/22/16	60.00	01-11-5312 TRAINING & TRAVEL	MECHANICAL CODE DESIGN, INSTALLATION, INSPECTION PRINCIPLES - MIKE FORBES	
INTERSTATE BATTERY OF CHICAGO	223006	09/14/16	17.95	01-04-5406 BUILDING MAINTENANCE	SLA0955	
INTERSTATE BATTERY SYSTEM OF CHICAGO*	24025949	09/02/16	219.95	01-03-5402 VEHICLE MAINTENANCE	MT7-65	
JOHNSON, JOSEPH	16-08-0933	09/14/16	200.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15525 NATALIE PERMIT	
JOSLYN, RONDA	16-06-0758	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5427 VINE ST. PERMIT	
JOSLYN, RONDA	16-08-0942	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5427 VINE ST. PERMIT	
KANE MCKENNA & ASSOC INC	14173	08/31/16	175.00	01-12-5503 PROFESSIONAL SERVICES	OAK FOREST - 2015 TIF #7	
KIJEWSKI, KEVIN	16-07-0869	09/14/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6617 CHARLESTON PERMIT	
KING HEATING & AIR CONDITIONING	16-04-0292	09/20/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5233 W. 170TH PL. PERMIT	
KING HEATING & AIR CONDITIONING	16-06-0647	09/20/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5562 FERN AVE. PERMIT	
KING HEATING & AIR CONDITIONING	16-07-0814	09/09/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15850 LARAMIE AVE. PERMIT	
KING HEATING & AIR CONDITIONING	16-07-0884	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5912 SCHOOL ST. PERMIT	
KING HEATING & AIR CONDITIONING	16-08-0937	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5301 CRESCENT GREEN LANE PERMIT	
KIPP, CAROL	16-07-0892	09/14/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15000 LARAMIE PERMIT	
LANDS' END BUSINESS OUTFITTERS*	SIN4140558	09/01/16	40.00	01-04-5313 UNIFORMS	CUSTOMER# 4068636 CAMP SHIRT - DM	
LANDS' END BUSINESS OUTFITTERS*	SIN4164890	09/13/16	223.65	01-01-5313 UNIFORMS	CUSTOMER# 4068636 FLEECEES, CARDIGANS - DB, SM, KH, JN	
LANDS' END BUSINESS OUTFITTERS*	SIN4166266	09/13/16	27.53	01-01-5313 UNIFORMS	CUSTOMER# 4068636 FLEECE - KH	
LESANCHE, RONALD	16-09-1075	09/20/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 17090 BONNIE TRAIL PERMIT	
LOPEZ, VERONICA	09-20-16 CAF	09/20/16	140.00	01-12-5309 COMMUNITY ADVERTISING	FACE PAINTER FOR COMMUNITY AWARENESS FAIR	
MAJERCAK, JOZEF	16-09-1064	09/20/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15306 OROGRANDE DR. PERMIT	
MANHARD CONSULTING LTD*	17871	09/19/16	999.60	01-12-5503 PROFESSIONAL SERVICES	CMAQIRTA GRANT ASSISTANCE	
MANHARD CONSULTING LTD*	17885	09/19/16	8,300.00	01-12-5503 PROFESSIONAL SERVICES	ZEMAN HOMES-OAK FOREST	
MANHARD CONSULTING LTD*	OCTOBER 2016	09/14/16	496.76	15-00-5503 PROFESSIONAL SERVICES	MONTHLY ALLOCATION TIF 1	
MANHARD CONSULTING LTD*	OCTOBER 2016	09/14/16	3,253.39	14-00-5503 PROFESSIONAL SERVICES	MONTHLY ALLOCATION TIF 2	
MANHARD CONSULTING LTD*	OCTOBER 2016	09/14/16	4,134.94	26-00-5503 PROFESSIONAL SERVICES	MONTHLY ALLOCATION TIF 3	
MANHARD CONSULTING LTD*	OCTOBER 2016	09/14/16	7,885.08	01-12-5503 PROFESSIONAL SERVICES	MONTHLY ALLOCATION GEN COMDEV	
MARKHAM ASPHALT COMPANY*	134289MB	09/01/16	871.49	01-04-5415 PATCHING MATERIALS	BC SC M N50	
MARKHAM ASPHALT COMPANY*	134305MB	09/02/16	614.15	01-04-5415 PATCHING MATERIALS	BC SC M N50	
MARKHAM ASPHALT COMPANY*	134314MB	09/06/16	312.27	01-04-5415 PATCHING MATERIALS	BC SC M N50	
MASIMO AMERICAS INC	1877334	09/02/16	695.00	01-02-5317 EMS SUPPLIES	CUSTOMER ID# OA0070\$D - RAINBOW DCI	
MENARDS - TINLEY PARK*	2250	08/29/16	5.67	01-04-5319 SMALL TOOLS	HEX CAPS	
MENARDS - TINLEY PARK*	2761	09/06/16	5.98	01-04-5406 BUILDING MAINTENANCE	60W A19 4000K LEDS	
MENARDS - TINLEY PARK*	2765	09/06/16	56.97	01-04-5406 BUILDING MAINTENANCE	PADLOCKS	
MENARDS - TINLEY PARK*	2814	09/07/16	81.51	01-04-5424 MAINTENANCE OF SEWERS	CATCH BASIN PLUGS, ADAPTERS, COUPLERS, CORRGTUBING	
MENARDS - TINLEY PARK*	2882	09/08/16	226.97	01-08-5408 BLDG MAINT-KENNEL	VAR TEMP HT, LED SB WRAP, LT T8 WRAP	

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
MENARDS - TINLEY PARK*	2900	09/08/16	38.91	02-17-5406 BUILDING MAINTENANCE	ADJ VENT, DRILLBIT SET, MICROFIBR FINAL SHINE, ODOR ELIMINATOR, WIPES	
MENARDS - TINLEY PARK*	3031	09/10/16	17.63	01-02-5406 BUILDING MAINTENANCE	GLADE, LATEX ULTRA, DUSTER, W&G KILLER	
MERTS AIRTRON ENTERPRISES INC.	16-08-0825	09/14/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5541 CHRISTOPHER PERMIT	
METZGER, ROBERT	16-07-0875	09/14/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5120 W. 155TH ST. PERMIT	
MIDAS AUTO SERVICE*	4204479	09/13/16	998.83	02-17-5401 EQUIPMENT MAINTENANCE	#14 BRAKE LINES, HOSE, FLUID, WHEEL CYLINDER	
MIDAS AUTO SERVICE*	4204553	09/16/16	999.25	01-03-5402 VEHICLE MAINTENANCE	#43 CMPR & CLUTCH	
MILANOWICZ, DARLENE*	09-19-16 EXP REIMB	09/19/16	75.00	01-09-5114 DEPARTMENT HEADS	WAKE REFRESHMENTS EXPENSE REIMBURSEMENT	
MILANOWICZ, DARLENE*	09-29-16 EXP REIMB	09/27/16	55.90	01-08-5406 BUILDING MAINTENANCE	PULL SLIDES EXPENSE REIMBURSEMENT	
MOCCO, MEL	16-08-1037	09/14/16	500.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15806 LARAMIE PERMIT	
NATIONAL STORMWATER CENTER	16-2211	09/15/16	824.00	02-17-5312 TRAINING & TRAVEL	CERTIFIED STORMWATER INSPECTOR TRAINING - DARLENE MILANOWICZ	
NEXT DAY PLUS*	5012453	09/15/16	738.00	01-01-5602 COMPUTERIZATION	2 HP LASERJET P3015DN PRINTERS	
NFPA	6790288Y	09/02/16	107.15	01-02-5316 ELEMENTARY AGE FIRE ED	FPW BANNER 16	
NICOR GAS	94287458411 090916	09/09/16	30.43	02-17-5306 NATURAL GAS	ACT# 94-28-74-5841 1	
NOWBILSKI CONSTRUCTION	16-08-0987	09/14/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15533 LAVERGNE PERMIT	
OFFICE DEPOT	860991320002	09/02/16	32.38	01-11-5301 OFFICE SUPPLIES	MANILA FOLDERS	
OLKIEWICZ, TRACY	16-08-1021	09/20/16	50.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5742 ALBERT DR. PERMIT	
ON TIME INC*	35536	09/20/16	90.00	01-02-5313 UNIFORMS	PANTS, T-SHIRTS	
ONSITE COMMUNICATIONS USA INC*	45358	09/01/16	94.50	01-02-5403 RADIO MAINTENANCE	LABOR TO REPLACE WIRELESS MODEM	
O'REILLY AUTO PARTS	3380-177354	09/13/16	47.61	02-18-5402 VEHICLE MAINTENANCE	STOCK CABIN AIR	
O'REILLY AUTO PARTS	3380-177565	09/14/16	2.99	01-02-5402 VEHICLE MAINTENANCE	MINI BULB	
O'REILLY AUTO PARTS	3380-178164	09/19/16	139.42	01-03-5402 VEHICLE MAINTENANCE	#4 CONTROL ARM ASYs	
O'REILLY AUTO PARTS	3380-178323	09/20/16	29.96	01-03-5402 VEHICLE MAINTENANCE	STOCK TRANS FLUID	
O'REILLY AUTO PARTS	3380-178332	09/20/16	47.76	01-03-5402 VEHICLE MAINTENANCE	STOCK WIPER FLUID	
O'REILLY AUTO PARTS	3380-178615	09/22/16	51.28	01-03-5402 VEHICLE MAINTENANCE	#37 PWR STG HOSE, RETURN HOSE	
O'REILLY AUTO PARTS	3380-178652	09/22/16	6.78	01-03-5402 VEHICLE MAINTENANCE	#37 P/S FLUID	
O'REILLY AUTO PARTS	3380-178689	09/22/16	50.39	01-03-5402 VEHICLE MAINTENANCE	#37 O2 SENSOR	
PACE SUBURBAN BUS	439754	08/25/16	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 SEPT 2016 VANPOOL TRANSIT FARE 299MM	
PACE SUBURBAN BUS	439835	08/25/16	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 SEPT 2016 VANPOOL TRANSIT FARE 905MM	
PAJAK, GERALDINE	16-09-1063	09/20/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5256 170TH PL. PERMIT	
PETREANU, PAUL	16-09-1054	09/09/16	200.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15458 KILPATRICK PERMIT	
POWER HOME REMODELING GROUP INC	16-08-1029	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15530 S. LONG AVE. PERMIT	
PROSHRED SECURITY*	100078148	09/07/16	65.00	01-03-5512 OTHER SERVICES	96 GALLON PURGE, 64 GALLON	
PROSHRED SECURITY*	100078149	09/07/16	40.00	01-01-5399 MISC EXPENSE	96 GALLON BIN	
QUILL CORPORATION*	8973033	09/08/16	147.54	01-03-5301 OFFICE SUPPLIES	BINDER, LABELS, ENVELOPES, CALENDARS, CD-Rs	
QUILL CORPORATION*	9036328	09/12/16	14.40	01-03-5301 OFFICE SUPPLIES	SCRBNGSPNGEDRKBULGHTBLU	
QUILL CORPORATION*	9096804	09/13/16	101.08	01-03-5301 OFFICE SUPPLIES	PURELL, PLATES	
QUILL CORPORATION*	9152153	09/15/16	29.11	01-03-5301 OFFICE SUPPLIES	PLASTICWARE	
RAY O'HERRON CO INC	1650791-IN	09/08/16	213.72	01-03-5312 TRAINING & TRAVEL	115 GR, FMJ, 50/BX	
RAY O'HERRON CO INC	1653280-IN	09/22/16	795.36	01-03-5313 UNIFORMS	SHIRTS, JACKET, PANTS, TIE, CAPS, TIE BAR, CLUTCH	
RICE, TIMOTHY	16-08-0978	09/14/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6809 WESTVIEW PERMIT	

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	37.65	01-01-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	42.40	01-02-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	121.05	01-03-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	14.43	01-04-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	6.86	01-10-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	14.25	01-11-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	5.10	01-12-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	11.26	02-17-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIEMAN, TOM*	09-22-16 EXP REIMB	09/22/16	6.00	02-18-5404 COMPUTER MAINTENANCE	THAWTE SECURITY CERTIFICATE FOR CITRIX EXPENSE REIMBURSEMENT	
RIVAS, CLAUDIA	16-05-0598	09/20/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5226 169TH ST. PERMIT	
RIZZO, MICHAEL	16-08-0973	09/20/16	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15429 CHURCH LANE PERMIT	
SALEH, AHMED	16-08-0992	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15104 S. CICERO AVE. PERMIT	
SAM'S CLUB	001866	09/09/16	232.98	01-04-5399 MISC EXPENSE	WIPES, WINDEX, BAGS, CLEENEX, HANDSOAP, COFFEE, SPOONS, DAWN, TOWELS	
SAM'S CLUB	004263	09/01/16	111.72	26-00-5663 159TH & CICERO GATEWAY	LINERS, HAND SOAP, PINE-SOL, LYSOL, BAGS, CLEANERS	
SAM'S CLUB	004263	09/01/16	100.66	01-08-5406 BUILDING MAINTENANCE	LINERS, HAND SOAP, PINE-SOL, LYSOL, BAGS, CLEANERS	
SAM'S CLUB	004263	09/01/16	26.39	01-04-5406 BUILDING MAINTENANCE	LINERS, HAND SOAP, PINE-SOL, LYSOL, BAGS, CLEANERS	
SANCHEZ, BRIDGET	09-12-16 FM MGMT	09/12/16	250.00	01-01-5223 FARMERS MARKET	FARMERS MARKET MANAGER	
SCOTT OVERHEAD DOOR	14068	09/14/16	1,925.00	01-02-5406 BUILDING MAINTENANCE	Replace electric Garage door opener, 4 safety sensors, brake, internet gateway	427
SECRETARY OF STATE	1064304	09/01/16	10.00	01-03-5512 OTHER SERVICES	SUSPENSION	
SECRETARY OF STATE - ILLINOIS	1503595	05/04/16	10.00	01-03-5512 OTHER SERVICES	SUSPENSION	
SECRETARY OF STATE - ILLINOIS	1754-1268 2015	09/14/16	101.00	01-03-5402 VEHICLE MAINTENANCE	1FAHP2MK9FG109133	
SECRETARY OF STATE - ILLINOIS	1754-1269 2015	09/14/16	101.00	01-03-5402 VEHICLE MAINTENANCE	1FAHP2MK0FG109134	
SHERLOCK'S CARPET AND TILE	C66 0853	08/30/16	4,646.60	01-08-5406 BUILDING MAINTENANCE	Installation of new carpet at City Hall for remaining offices-PURE & SIMPLE #2B48, SMILE OFTEN #979	423
SIMON PLUMBING*	3299	08/06/16	227.00	01-02-5406 BUILDING MAINTENANCE	STATION #1 ICEMAKER WATER LINE, VALVE, ICE MAKER COPPER, PVC FOR DRAIN	
SIMON PLUMBING*	3311	08/16/16	267.00	01-02-5406 BUILDING MAINTENANCE	STATION #2 ICE MAKER SUPPLY LINE, COPPER, DRAIN, PVC, ROD DRAIN	
SOLUTION 3 GRAPHICS INC	1125321	09/07/16	200.00	02-17-5512 OTHER SERVICES	FOLD, STUFF, SEAL SUPPLIED SEPT WATER BILLS	
STEINER ELECTRIC CO	S005393689.001	05/27/16	6,995.00	02-17-5406 BUILDING MAINTENANCE	Replace Marathon P# B 400N - 250A Exc Str Assy and replace Marathon P# C-526483-24 Exc Rtr Assy at the Main Pump Station	291
STEINER ELECTRIC CO	S005492416.001	09/13/16	3,874.36	02-17-5401 EQUIPMENT MAINTENANCE	Replace facility logic board in generator at Main Pump Station	
STONEMILL SERVICE CO	16-04-0328	09/14/16	1,000.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5556 W. 159TH ST PERMIT	281

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
SUNDBERG AMERICA LLC	301567178	09/19/16	74.72	01-02-5406 BUILDING MAINTENANCE	FILTER	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	771.16	01-01-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	868.46	01-02-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	2,479.26	01-03-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	295.49	01-04-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	140.54	01-05-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	140.54	01-10-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	291.89	01-11-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	104.50	01-12-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	230.63	02-17-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
SYSAID TECHNOLOGIES LTD	OP-0482010	09/12/16	122.53	02-18-5404 COMPUTER MAINTENANCE	SysAid (Cloud, Annual) ITSM, Monitoring, Reporting, Tasks, Projects and Password Services modules	431
TELEINTERPRETERS	3905776	08/31/16	55.88	01-03-5512 OTHER SERVICES	ACT# 902-0861058 INTERPRETATIONS	303
THREE BROTHERS LANDSCAPING INC	150860909	09/09/16	973.00	01-11-5504 CONTRACTUAL SERVICES	2016 NUISANCE PROPERTY MOWINGS ROUND 10	
THRESH, JUNE	3-04761487-03	09/07/16	35.55	99-00-1115 UTILITY CASH CLEARING	UB REFUND	
TRAINING CONCEPTS INC	28316	08/25/16	120.00	01-02-5310 PROFESSIONAL DUES	ANNUAL AFFILIATION FEE THRU MAY 2017 FOR URBAN, LAIRD	
TRUGREEN PROCESSING CENTER	53289323	09/02/16	250.00	01-08-5510 LAWN CARE	CH VEGETATION CONTROL	
U.S. BANK EQUIPMENT FINANCE	312161367	08/26/16	218.10	01-02-5401 EQUIPMENT MAINTENANCE	CONT# 500-0369898-000	
U.S. BANK*	4392932	08/25/16	350.00	02-17-5703 SERVICE CHARGES	ACT# S307511 GOB SERIES 2008	
U.S. BANK*	4392932	08/25/16	350.00	26-00-5703 SERVICE CHARGES	ACT# S307512 GOB SERIES 2008B	
Underground Pipe & Valve Co.	017184401	08/31/16	95.00	02-17-5421 MAINTENANCE OF WATER MAINS	PLUG TYPE LIDS	181
Underground Pipe & Valve Co.	017475	09/13/16	1,112.00	02-17-5421 MAINTENANCE OF WATER MAINS	REPAIR CLAMPS	181
Underground Pipe & Valve Co.	017636	09/16/16	2,006.00	02-17-5421 MAINTENANCE OF WATER MAINS	UPPER ROD, B-BOX EXTENSIONS, BALL VALVES, CURB STOPS, TAP RODS	
VANDER VEER CONCRETE LLC	875	08/29/16	2,400.00	01-08-5406 BUILDING MAINTENANCE	Install 4' deep 2'x2' concrete structure for ashes, Social Service to reimburse funds for this project	419
VANDER VEER CONCRETE LLC	876	08/29/16	7,840.00	01-08-5406 BUILDING MAINTENANCE	Install stamped concrete for the Flag Depository, Social Service to reimburse funds for this project	417
WAREHOUSE DIRECT*	3187862-0	09/07/16	513.00	01-02-5406 BUILDING MAINTENANCE	TOWELS, TISSUES, CLEANER, SOAP	
WAREHOUSE DIRECT*	3188901-0	09/08/16	86.08	01-02-5406 BUILDING MAINTENANCE	LINERS	
WAREHOUSE DIRECT*	3195254-0	09/14/16	54.71	01-02-5301 OFFICE SUPPLIES	PAPER, PENS, TAPE, MARKERS	
WILLE BROTHERS CO	351491	07/19/16	731.25	02-17-5416 CONCRETE REPAIRS	Ready Mix Concrete	
WILLE BROTHERS CO	351589	07/22/16	795.50	02-17-5416 CONCRETE REPAIRS	READY MIX CONCRETE, EXPANSION JOINTS	
WILLE BROTHERS CO	351645	07/26/16	877.50	02-17-5416 CONCRETE REPAIRS	Ready Mix Concrete	

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO #
WILLE BROTHERS CO	351667	07/27/16	795.50	02-17-5416 CONCRETE REPAIRS	READY MIX CONCRETE, EXPANSION JOINTS	
WOW! BUSINESS	011736535 08-16	08/30/16	375.00	01-02-5512 OTHER SERVICES	ACT# 011736535	
XEROX BUSINESS SERVICES LLC	1300661	09/09/16	7,132.00	01-02-5404 COMPUTER MAINTENANCE	Firehouse and FireMedic annual renewal, cloud	434
YORK, PATRICIA	16-07-0900	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4944 W. 151ST ST. PERMIT	
YOUNG, NICHELLE	16-07-0823	09/09/16	100.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15221 LA CROSSE AVE. PERMIT	
Z-FORCE TRANSPORTATION INC*	16-151074	09/08/16	786.31	01-04-5326 LANDFILL	CA7 STONE BACKFILL	
ZOLL MEDICAL CORPORATION	2421293	09/02/16	735.00	01-02-5317 EMS SUPPLIES	LIFEBAND 3 PACK	

Grand Totals: 121,435.05



NOTICE

AGENDA ITEM

Supplemental List-of-Bills September 27th, 2016 Fiscal Year 2016-2017
 Check Issue Dates: 8/1/2016 - 9/23/2016

Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Description	Gen Description
OLD REPUBLIC NATIONAL TITLE INS. CO.	1562549 08-31-16	1051674	M 08/31/16	1,275,000.00	26-00-5626	PROPERTY AND LAND	Wire to Wintrust Bank for 5112 159th St

Grand Totals:

1,275,000.00

Aug. 10. 2016

Consumer Protection Commission Minutes

Members Attending:

Chair: (Howard Sommerfeld) Secretary (Lavergne Innocenti)
Commissioners: Robert Miller, Anita Sommerfeld, and Jacqueline Popovich, Mark Pitcher, Julie Pitcher.

Old Business: The complaint against the Elia Day Spa has been handled. All parties have received a letter regarding our findings. The Attorne'y Generals Office has been contacted.

New Business: None.

Meeting ended at 8:30 p.m.

Next meeting will be Sept. 14th 2016 at 7:30 p.m.

Minutes taken by Lavergne Innocenti (Secretary)

SEPT 14, 2016

Consumer Protection Commission Minutes

Members Attending:

Chair: (Howard Sommerfeld) Secretary (Lavergne Innocenti)
Commissioners: Robert Miller, Anita Sommerfeld, and Jacqueline Popovich, Mark Pitcher, Julie Pitcher.

Old Business: None

New Business: None.

Meeting ended at 8:30 p.m.

Next meeting will be Oct. 12th 2016 at 7:30 p.m.

Minutes taken by Lavergne Innocenti (Secretary)

Senior Commission
Minutes for June 8, 2016
Submitted by Diana P. Dilger
Secretary

- I Call to order by Beverly Beatty,
at 1:03 p.m.
- II Roll Call - Pete, Paul W. and
Charles were absent. This was
followed by the Pledge of Allegiance
- III Minutes of last mtg. were read
by Diana Dilger. They were
accepted by Sue and recorded
by LaVetne V.
- IV Old Business
 - A. Sept. 14th is our regular mtg.
We voted to have a regular mtg.
on Sept. 28th for discussion on
the Health Fair.
 - B. We ordered 10 electric razors
for Martens Veterans Home with
3 boxes of goodies
- V New Business
 - A. Cindy's will cater June luncheon
with pulled pork with barbecue,
chips, coleslaw, water with

dessert to be determined.

The "Vocal Allusions" will be the entertainment.

B. Sept. Mtg. - We will have the "Antique Roadshow" given by Jerhel Bogie from Frankfurt. Each person can have 1 item for evaluation. She charges \$175 for her fee. She also does Estate Sales with 30% commission.

C. Cards can be sent to constituents if they're ill. Please call or text Laverge with their information.

D. Discussion for future program in the fall took place. Some suggestions were "The Essence of Elan" by Joe "Elan" Tisuto who is a DJ and does Karaoke, Polish Roman Catholic Union dances,

E. Comments were made on well done the Senior Commission promo program on Cable TV.

7. The meeting was adjourned at
2:00 p.m. with Lee making
the motion and seconded by
LaVerne.

Respectfully submitted by
Diana P. Dilge

CITY OF OAK FOREST
CABLE COMMISSION MINUTES
August 11, 2016

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

Attendance

Present: Tom McMahon, Dolores Cozzolino, Ablah Farahed, Tom Finn , Guy Gattone
Absent : Paul Wechet,
Audience Guest: David Moore WOW Lead Technician

Secretary's Report

- Motion made to approve amended July minutes
- **Announcements**
- No new announcements

Audience Dialogue Summary

- No outside audience member present.

Cable Company Updates

- **COMCAST** -. No new updates
- **ATT** - No new updates.
- **WOW** Many new technicians have been hired to provide better service.
Rate increases on some video packages.
No major complaints have been received.

OFBN August 2016 Review

- Not available

TREASURER'S REPORT

- Year to date activity for June should be 17% . Cable Commission expenditures are 7.2%.
- Treasurer's report was approved.

OLD BUSINESS

- No new business

NEW BUSINESS

- No new business.

Dolores Cozzolino
Dolores Cozzolino
Secretary, Cable Commission

Meeting was adjourned
Next meeting: September 8, 2016

Client Manager:

Steve Amann
 samann@baxterwoodman.com
 Project Status Report Issued On: 9/23/2016

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 plan preparation.	Prefinal submittal to IDOT. Address comments from IDOT regarding preliminary lighting submittal.	Need response from the City regarding changes to driveway access.	9/19/2016
152nd Street Trunk Sewer Basin - Rehabilitation Design Engineering (P.O. 6351)	Sean O'Dell (773) 444-0292 sodell@baxterwoodman.com	12/1/2016	Troy urged importance of wrapping this project up!	None.	Sean & Rich to finalize bidding documents.	9/21/2016
152nd Street Basin Sanitary Rehab - Construction and Canvassing (P.O. 6352)	Sean O'Dell (773) 444-0292 sodell@baxterwoodman.com	12/1/2016	Rehab design is 99% complete. B&W completed QA/QC review.	Final peer and client review before bidding	Awaiting Rich markups to add	9/21/2016



Illinois Department of Transportation

Office of Finance and Administration / Bureau of Investigations and Compliance
2300 South Dirksen Parkway / Springfield, Illinois 62764

September 20, 2016

Colleen Julian, Finance Director
City of Oak Forest
15440 S. Central Ave.
Oak Forest, IL 60452

LPA: Oak Forest
Subject: Motor Fuel Tax (MFT) FINAL Audit Report No.: 13-01-0034
Fiscal Year: 2013 (May 1, 2012–April 30, 2013)

Dear Ms. Julian:

Attached is a copy of the above referenced MFT Final Audit Report. This audit covered the administration of the Motor Fuel Tax Funds by your Local Public Agency for the time period listed.

This report should be presented to the Board of Trustees at the first regular meeting after the receipt of this report and then filed as a permanent record in your office.

Also attached is a Management Representation Letter for this audit. Please complete by inserting the Local Public Agency's letterhead, date, and signature of responsible official(s). The management Representation Letter should be appropriately completed and returned to the addressee **within 10 days from the date of this letter.**

Thank you for your assistance in this matter. If you have any questions or require additional information, please contact me by email at DOT.OQCR.MFT.Audits@Illinois.gov or by telephone at 217-557-1762.

Sincerely,

A handwritten signature in cursive script that reads "Roseanne Nance".

Roseanne Nance
MFT Audit Services Unit Chief
Financial Review & Investigation Section

RN:pk

Enclosure

cc: Local Public Agency
Henry Kuspa, Mayor
JoAnn Kelly, Treasurer
IDOT
John Fortmann, Regional Engineer
Chris Holt, BLRS Engineer
Andrea Jansen, Audit Consultant



Illinois Department of Transportation

Office of Finance and Administration / Bureau of Investigations and Compliance
2300 South Dirksen Parkway / Springfield, Illinois 62764

Motor Fuel Tax Audit Report

Local Public Agency: Oak Forest
Final Date: September 20, 2016
Report Number: 13-01-0034
Fiscal Year: 2013
FY Time Period: May 1, 2012 through April 30, 2013

Objective

The objective of our audit was to provide reasonable assurance that the LPA properly administered their Motor Fuel Tax (MFT) Funds in compliance with the Illinois Highway Code (605 ILCS 5/) and in accordance with the policies, procedures and administrative requirements set forth by the Illinois Department of Transportation.

Management's Responsibility

The LPA's management is responsible for establishing and maintaining effective internal controls that provide reasonable assurance of compliance with appropriate requirements and taking corrective action when instances of noncompliance are identified, including corrective action on audit findings.

In fulfilling these responsibilities, estimates and judgments made by management are required to assess the expected benefits and related costs of control procedures. Due to inherent limitations in any system of internal controls, errors or irregularities may occur and not be detected. Also, projection of any evaluation of the system to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or the degree of compliance with the procedures may deteriorate.

Auditor's Responsibility

Auditors are required to exercise due professional care in performing audits. In doing so, standardized audit procedures were designed and the audit conducted to ensure that auditors were alert to the possibility of wrongdoing, errors and omissions, inefficiency, waste, ineffectiveness and conflict of interest. Auditors were also cognizant of conditions and activities where irregularities are most likely to occur.

Our responsibility is to express an opinion on the LPA's compliance based on our examination. Our examination was performed in accordance with generally accepted government auditing standards (GAGAS). Standardized audit procedures were conducted to the extent necessary for expressing an opinion on the LPA's administration and use of MFT funds.

These procedures included examining, on a test basis, evidence about the LPA'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 LPA's compliance with specified requirements.

Our audit was more limited than would be necessary to express an opinion on the system of internal accounting control taken as a whole and would not necessarily disclose all material weaknesses in the system; accordingly, we do not express an opinion on the system of internal accounting controls of Local Public Agency.

OPINION

Based on our audit, it is our opinion that the LPA has complied with applicable laws, regulations, and administrative requirements and fairly presented the financial claims regarding their Motor Fuel Tax Funds.

City of Oak Forest



Memo

DATE: September 23, 2016
TO: City Council
CC: Clerk Neuman
SUBJECT: Appointment – Tim Kristin

It is my honor to request approval of the appointment of Police Chief Tim Kristin to the 911 Board. I respectfully request your concurrence with my appointment of Chief Kristin to this board.

Henry L. Kuspa

Henry L. Kuspa, Mayor



City Council Agenda Memo

DATE: September 22, 2016
TO: Mayor and City Council
FROM: Controller Julian
SUBJECT: Bond Counsel Agreement

BACKGROUND

Attached please find an engagement letter from Chapman and Cutler LLP to serve as bond counsel for the City of Oak Forest relating to the refunding of bonds. The City is refunding TIF 3 bonds in the amount of approximately \$6.5 million and refunding Water and Sewer bonds in the amount of approximately \$3.3 million.

The proposed legal fees for the General Obligation Refunding Bonds, Series 2016A and 2016B are \$32,500. These fees appear to be competitive with the market and previous fees that the city paid for bond counsel.

Chapman and Cutler LLP served as the City's bond counsel for the last five bond issues. They will provide the City value-added services because of their relationship with the City and their experience as bond counsel. Chapman and Cutler will provide the following beneficial services to the City.

- Review law relating the City's power to issue bonds.
- Prepare major bond documents.
- Render legal opinion regarding the validity of the bonds, the source of payment and the federal income tax treatment of the bond interest.

ACTION REQUESTED

Motion to approve the agreement with Chapman and Cutler LLP to serve as bond counsel for the General Obligation Refunding Bonds, Series 2016A and 2016B.

RECOMMENDATION

Approve the agreement with Chapman and Cutler LLP.

September 12, 2016

Ms. Colleen Julian
Finance Director
City of Oak Forest
15440 South Central Avenue
Oak Forest, Illinois 60452

Re: City of Oak Forest, Cook County, Illinois (the “City”)
General Obligation Refunding Bonds, Series 2016A
and
General Obligation Refunding Bonds, Series 2016B

Dear Colleen:

We are pleased to provide an engagement letter for our services as bond counsel and disclosure counsel for the bonds in reference (the “Bonds”). For convenience and clarity, we may refer to the City in its corporate capacity and to you, the City officers (including the governing body of the City) and employees and general and special counsel to the City, collectively as “you” (or the possessive “your”). You have advised us that the purpose of the issuance of the Bonds is to advance refund certain outstanding bonds of the City. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES AS BOND COUNSEL

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the City (all of whom are referred to as the “Bond Purchasers”), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the “Participants”). We intend to undertake each of the following as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.

Chapman and Cutler LLP

Ms. Colleen Julian
September 12, 2016
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2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed with the proceeds of the bonds to be refunded (the "*Project*").

3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bonds will be sold at competitive sale and that the City will be assisted in the preparation of sale documents and in the process of the sale itself by its financial advisor, Kane McKenna and Associates, Inc. ("*Kane McKenna*"). As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds, if applicable.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "*Bond Opinion*") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part E. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

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B. DESCRIPTION OF SERVICES AS DISCLOSURE COUNSEL

As Disclosure Counsel we will:

1. Assist in the preparation and compilation of the official statement (the "*Official Statement*") with respect to the Bonds. To the extent that Kane McKenna and the City request us to act as the draftsman and compiler of such document, the participants to this transaction, including particularly the City, should understand that the primary obligation for adequate disclosure rests with the City, and recognize that substantial parts of the offering document may be prepared by other participants, who will have their own obligations for adequate and complete information with respect to information that they supply. In compiling such offering document we are *not* undertaking to perform the duties of the City or any other transaction participant to provide full, complete and accurate information. We will not pass upon, and or assume responsibility for, the accuracy or completeness of, and will not independently verify, the underlying facts ultimately included in the Official Statement. In particular, we will not be reviewing or passing upon (i) the information relating to The Depository Trust Company and its book-entry only system; (ii) the information relating to the credit providers, if any, contained or incorporated in any section of, or Appendix to, the Official Statement containing information relating to any credit provider, (iii) any financial statements or other financial, operating, statistical or accounting data contained or incorporated therein, including without limitation, information or omissions with respect to any unfunded pension or other post-employment benefits liabilities; (iv) information concerning any past, pending or threatened litigation against the City or the Underwriter; nor (v) the information concerning the City contained in or incorporated by reference.

2. Deliver (a) an opinion to the City to the effect that the Bonds are not required to be registered with the Securities and Exchange Commission and (b) a letter to the City to the effect that, in the course of our engagement on such matter, no facts have come to our attention which lead us to believe that the Official Statement contained as of its date or the date of closing any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

C. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our services as Bond Counsel and Disclosure Counsel described above (the "*Services*") are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of

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any view as to the creditworthiness of the City, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the City. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "EMMA") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained therein corresponds to that which you provide independently in your certificates or other transaction documents.

3. Supervising any state, county or local filing of any proceedings held by the governing body of the City incidental to the Bonds.

4. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the "IRS"), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

5. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking. Please see our comments below at Paragraphs (E)(5) and (E)(6).

6. After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to IRS audits.

7. Any other services not specifically set forth above in Parts A and B.

D. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us. However, our Services as Bond Counsel and Disclosure Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

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This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. We may represent the Bond Purchasers in other matters not related to the Bond transaction. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the City consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the City in this transaction are clients in other unrelated matters. Your acceptance of the winning bid constitutes consent to these other engagements. Neither our representation of the City nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the City or the defense of a claim asserted by the City. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury ("*Circular 230*") provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the City in this matter.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the City is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions

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could include seeking waivers from both the City and such other governmental unit or withdrawal from representation.

We anticipate that the City will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

E. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

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4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City's lawyers, financial advisers and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the City also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

7. We are also concerned about the adoption by the City of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the City has adopted proceedings that are only as restrictive as such Act. However, if the City has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

F. FEES

As is customary, we will bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry

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the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, we expect that our fee will be \$25,000 for Bond Counsel Services and \$7,500 for Disclosure Counsel Services. If at any time, we believe that circumstances require an adjustment of our original fee estimates, we will consult with you and prepare an amendment to this engagement letter.

Our statements of charges are customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorneys primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

G. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the City as the taxpayer for purposes of the examination. As noted in Paragraph 6 of Part C above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the City in the matter.

H. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

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Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the City will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

We call your attention to the City's own record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found on the IRS' website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

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I. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter retaining the original for your files. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By 
Kelly K. Kost

By 
Kyle W. Harding

Accepted and Approved:

CITY OF OAK FOREST,
COOK COUNTY, ILLINOIS

By: _____

Title: Director of Finance

Date: September 12, 2016

KK:kd
KWH:jmt

cc: Mr. Zoran Milutinovic



City Council Agenda Memo

DATE: Sept. 20, 2016
TO: Mayor Hank Kuspa and City Council
FROM: Tom Rieman, IT Director
SUBJECT: Renewal of Mitel Contract, in-house phone system

Background

Our current contract is expiring with Mitel which provides and supports our current in-house phone system. We have Mitel's phone system in 4 locations, City Hall/Police Dept building, Fire Station 1, Public Works, and Fire Station 2. This renewal is for just City/Hall PD building, Fire Station 1, and Public Works. Fire Station 2 is on another contract since brought on a later date. No other vendor quote were sought because that would have automatically changed infrastructure and increased cost with new hardware.

Action Requested

City Council approval of a 3year agreement with Mitel for continued support of our in-house phone system.

Recommendation

I recommend to enter in to a 3 year agreement with Mitel continued support of our in-house phone service for the municipality. New contract cost is \$904.87 per month, totaling \$32,575.32 over the 3 year contract. Old contract cost was \$922.87 per month, totaling \$44,297.76 over the 4 year contract. A new controller, voicemail system, and 12 new IP phone will be included in this contract. Remote monitoring is included in this contract. So if the system goes down at any time, Mitel support as well as City IT employees will receive immediate notification.



TotalSolution Program Lease Agreement

Lease No. 128379

This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Supplier as used throughout refers to Mitel Technologies, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with us and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Supplier.

1. AGREEMENT: You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements to Lease Agreements.

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. NO WARRANTIES: We are leasing the equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Supplier or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Supplier and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Supplier, or the manufacturer, or supplier. You understand and agree that only an authorized officer of Mitel Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES, NOR SHALL WE BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE EQUIPMENT. You acknowledge that we shall not be responsible for any service, repairs, warranty or maintenance of the equipment. We are not a party to the TSP Service Agreement or any other agreements between you and the Supplier, and even if you have a dispute regarding any warranty, maintenance or service provided by the Supplier, you will continue to pay us all payments due under this lease and all schedules to this lease.

4. NON-CANCELLABLE LEASE: Except as provided by the Upgrade Capability contained in the TSP Service Agreement, this lease cannot be cancelled.

5. TERM: The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1's ("the Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all Schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address, which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: We are not responsible for installing and keeping the equipment in good working order and repair. The Supplier has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your addresses shown on all Schedule 1's, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses unless you get our written permission in advance.

9. TAXES AND FEES: You agree to pay when due all taxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of filing property tax statements, so long as the filing does not interfere with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any claims for such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.

CUSTOMER INITIALS DATE

LEASING INITIALS DATE

**Total Solution Program
Lease Agreement (continued)**

12. DEFAULT AND REMEDIES: If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can, after ten (10) days written notice, enter your premises and deactivate all or a portion of the equipment, or require that you return the equipment to us and pay to us the remaining balance of all of the rental payments due under this lease at present value, using a six (6%) percent per year discount rate. If you fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (1½%) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay the greater of (1) our reasonable attorney's fees or (2) at least twenty (20%) percent of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment, which sum is agreed to be five (5%) percent of the original cash price by us of the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession described above, (b) the residual value of the equipment, present valued as calculated above, and (c) any remaining debt owed by you to us, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment.

13. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment, and you acknowledge and agree to all other terms herein as applicable to the security interest. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make.

14. REDELIVERY OF EQUIPMENT: In the event you do not decide to renew this lease, as provided for in the TSP Service Agreement, or purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease expires, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the right and ability, during normal business hours, to disconnect and remove the equipment. If upon expiration or termination, you do not immediately return the equipment to us, the equipment will continue to be held and leased by you on a month to month basis at the same rental rate in this lease. Upon expiration of your lease, and provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.

15. LATE CHARGES: If, prior to our notice of default, any part of a payment is not made by you within thirty (30) days of its stated due date, you agree to pay us a late charge of ten (10%) percent of each late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

16. ENTIRE AGREEMENT; CHANGES: This Lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us. You agree and understand that you are only leasing the equipment as specified on all Schedule 1's and Supplement to Lease Agreements.

17. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay, plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally, by telefacsimile (fax) or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND THE RIGHTS AND OBLIGATIONS OF YOU AND US SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT THE COURTS OF THE STATE OF TEXAS FOR HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION OR VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. You waive trial by jury in any action between us.

18. UCC -ARTICLE 2A PROVISIONS: You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge nonexclusively that: (a) we did not select the equipment, we purchased it for lease to you; and (b) you have been given the name of the Entity which supplied the equipment you are leasing from us. We hereby notify you that you have rights under the agreements that you have with the Supplier.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE FIRST PAGE OF THIS LEASE.

<p>Lease recipient (FULL LEGAL NAME) <u>CITY OF OAK FOREST</u></p> <p><u>15440 South Central Avenue</u> <small>BILLING ADDRESS</small></p> <p><u>Oak Forest</u> <u>Cook</u> <u>IL</u> <u>60452</u> <small>CITY COUNTY STATE ZIP</small></p> <p>PHONE NO. <u>(708) 687-4050</u></p> <p><small>(THE UNDERSIGNED AGREES THAT THE EQUIPMENT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAT NO MODIFICATION TO THIS LEASE WILL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.)</small></p> <p>BY <input checked="" type="checkbox"/> _____ AUTHORIZED OFFICER'S SIGNATURE</p> <p>Print Name: _____</p> <p>TITLE: _____ DATE: _____</p> <p>Email _____</p>	<p align="center">ACH AUTHORIZATION</p> <p><small>THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT VIA AUTOMATED CLEARING HOUSE (ACH)</small></p> <p>ABA / Routing and Transit # _____</p> <p>Checking Account # _____</p> <p>BY <input checked="" type="checkbox"/> _____ AUTHORIZED OFFICER'S SIGNATURE</p> <p>Print Name: _____</p> <p>TITLE: _____ DATE: _____</p> <p>ACCEPTED: MITEL LEASING 10603 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064</p> <p>BY: _____</p> <p>TITLE: _____ DATE: _____</p>
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PERSONAL GUARANTY

I guarantee that the lessee will make all payments and pay all the other charges required under this lease when they are due and will perform all other obligations under the lease fully and promptly. I also agree that you may make other arrangements with the lease recipient and I will still be responsible for those payments and other obligations. You do not have to notify me if the lessee fails to meet all of its obligations under the lease. If lease recipient fails to meet all of its obligations, I will immediately pay in accordance with the default provisions of the lease all sums due under the original terms of the lease and will perform all other obligations of lessee under the lease. I will reimburse you for all the expenses you incur in enforcing any of your rights against the lease recipient or me, including attorney fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation. If this is a partnership guaranty, it is authorized under the partnership agreement. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. I AGREE AND CONSENT THAT THE COURT OF THE STATE OF TEXAS, HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE PROPER LOCATION FOR THE DETERMINATION OF DISPUTES ARISING UNDER THIS LEASE. I agree and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdiction. I waive trial by jury in any action between us.

_____ PERSONAL GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NUMBER DATED

_____ PERSONAL GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NUMBER DATED



TOTAL SOLUTION PROGRAM SERVICE AGREEMENT

This Agreement is entered into by and between Mitel Technologies, Inc. ("Mitel") and the Customer listed below ("Customer"). Mitel agrees to sell to Mitel Leasing, Inc. ("Lessor") and Customer agree to execute this agreement for the Installation, Maintenance and Warranty of the Equipment, System Software and/or Related Software ("System(s)") listed on all Schedule 1s executed by Customer and attached hereto in accordance with the following terms and conditions.

TERMS AND CONDITIONS

- 1. SALE AND LEASE OF SYSTEM(S): Mitel agrees to transfer title to the System(s) to the Lessor and install, maintain and warrant the System(s) for Customer upon the following conditions and terms of this Agreement.
2. BINDING AGREEMENT: When the Customer and Mitel have executed this Agreement, and Mitel has sent a copy to Customer, this Agreement will be fully binding between Customer and Mitel.
3. OWNERSHIP OF SYSTEM(S): Customer agrees that Mitel retains all right, title and ownership of the System(s) until Customer has fully executed all lease documents including any lease agreement, accompanying documentation and the Delivery and Acceptance Certificate.
4. TERMS AND OPTIONS: Schedule 1, in singular or multiples, shall (a) be attached hereto and made a part hereof for all purposes, (b) set forth the term of this agreement beginning with the Lease Commencement Date which is defined to be the Cutover date and/or first day of operation of System(s), and (c) contain material terms and provisions to this agreement in addition to the description of the System(s) to be installed, maintained and warranted during the term of this agreement.
5. TAXES: Customer shall be responsible for the payment of all local, excise, sales, use, property and other taxes or charges levied with respect to the System(s) leased to Customer.
6. RISK OF LOSS; INSURANCE: Mitel shall bear all risks of direct physical loss or damage to the Equipment, System Software and/or Related Software, except as provided herein.
7. CARE, USE AND LOCATION OF SYSTEM(S): Customer shall not abuse the System(s) or permit it to be serviced by anyone other than Mitel.
8. SECURITY INTEREST; TITLE: Customer agrees to execute any documentation, which may be necessary or appropriate to perfect Mitel's or Lessor's security interest in the System(s).
9. RIGHT TO ACT AS AGENT AND SITE PREPARATION: Customer agrees to provide an "agency letter" authorizing Mitel to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers, equal access carriers and specialized carriers, whenever applicable.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS PAGE AND THE SECOND PAGE HEREOF AND ANY ATTACHMENTS HERETO.

CITY OF OAK FOREST

CUSTOMER NAME

15440 South Central Avenue

MAILING ADDRESS

Oak Forest

IL

60452

CITY, STATE, ZIP CODE

BY:

SIGNATURE

TYPED NAME & TITLE

DATE:

Mitel

1146 North Alma School Rd
Mesa, AZ 85201

BY:

SIGNATURE

Robert Bashore Director of Enterprise Sales

TYPED NAME & TITLE

DATE:

Eva Maciejewska

TYPED NAME—SALES REPRESENTATIVE

TotalSolution Program Service Provisions Agreement (continued)

10. CUTOVER DATE AND ACCEPTANCE: For the purpose of this Agreement, "Cutover Date" is defined as the date upon which the System(s) is installed at the premises and is capable of providing substantially the basic service for which the System(s) is intended. The "Estimated In-Service Date" is only an approximate date. **MITEL SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL, OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE SYSTEM(S)** on or before the Estimated In-Service Date. Customer shall confirm the Cutover Date by executing a Delivery and Acceptance Certificate acceptable to **Mitel**. It shall be conclusively presumed that Customer's execution of the Delivery and Acceptance Certificate confirms Customer's inspection, satisfaction and unqualified acceptance of the System(s).

11. SYSTEM SOFTWARE AND RELATED SOFTWARE SITE LICENSE: The System Software is the software necessary to operate the Equipment, provide the service for which the equipment was intended. Related Software is software, provided by **Mitel** as part of this agreement, necessary to provide specific applications and/or features not necessary to the basic operation of the Equipment. Customer agrees that its interest in the System Software and/or Related Software provided by **Mitel**, pursuant to this Agreement is that of a licensee and that said System Software and/or Related Software is to be used solely and exclusively in and with the System(s) as described in this Agreement or any other license agreements required by **Mitel** pursuant to the operation of the System(s). Customer may not reproduce, sublicense, assign, sell or transfer the System Software or Related Software covered by this license to any other person or entity without the express written permission of **Mitel**.

12. TRAINING: **Mitel** shall provide all necessary training services for Customer's personnel to effect the operation of the Equipment, System Software and/or Related Software at no additional cost to Customer during the term of this Agreement.

13. WARRANTY AND MAINTENANCE: For the term of this Agreement, **Mitel** warrants the Equipment, System Software and/or Related Software against defective parts, programming and workmanship. Upon notification of a defect, **Mitel** shall have the option to repair or replace any defective part or install, modify or replace software, and such services provided by **Mitel** shall be Customer's sole and exclusive remedy. During the term of this Agreement, all expenses incidental to repair or replace equipment and/or software under warranty, including all labor and material, shall be borne by **Mitel**. Replacement parts may be new or reconditioned at **Mitel's** option. All equipment, software and replaced parts will remain the property of **Mitel**.

Regular maintenance service (non-emergency) during the warranty period will be provided without charge to Customer during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays). Emergency service during the warranty period (service required due to the System(s)'s inability to accomplish either incoming, outgoing or internal calls) will be provided without charge to Customer seven days a week and twenty-four hours a day.

Maintenance service under this Agreement does not include repair or service required as a result of: (a) neglect, misuse or intentional damage of the System(s); (b) alterations, additions or modifications to any part of the Equipment, System Software or Related Software performed by anyone other than **Mitel**; (c) conflicts created by unauthorized software on the System(s); (d) the failure of Customer to provide and maintain a suitable installation environment at all facilities are prescribed by **Mitel** (including, but not limited to, proper electrical power, air conditioning, or humidity control); (e) use of supplies or materials not meeting **Mitel** specifications; (f) use of the System(s) for purposes other than those for which it was designed; (g) electrical work external to the System(s) or service connected with System(s) relocation, reconfiguration or additions; (h) cutoff of services to Customer by the utility; or (i) acts of God. However, **Mitel** will make maintenance service available in accordance with its then standard practices and price schedules.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, **MITEL** MAKES NO WARRANTIES IN RESPECT TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE, EITHER EXPRESSED OR IMPLIED, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT **MITEL** BREACHES ANY WARRANTY, THE CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT **MITEL** MAKES ANY EQUIPMENT OR SOFTWARE ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE WHEN **MITEL** DETERMINES THAT THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE DOES NOT CONFORM TO WARRANTY. NO OTHER WARRANTIES SHALL APPLY EXCEPT AS SET FORTH HEREIN.

14. LIMITATION OF LIABILITY: **MITEL** SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT SYSTEM SOFTWARE OR RELATED SOFTWARE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT; OR FOR PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY; OR FOR THE PAYMENT OF ANY CHARGES BY ANY COMPANY TO CUSTOMER FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT; OR FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT, SYSTEM SOFTWARE AND/OR RELATED SOFTWARE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, OR SOFTWARE; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT MODEM LINES AND LONG DISTANCE CARRIER SERVICES. **MITEL** SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE SYSTEM(S).

15. DEFAULT: If Customer fails to pay any amount due to **Mitel** as set forth herein, or Lessor pursuant to a Lease Agreement, or defaults in any other obligations, then, in addition to all other remedies available to **Mitel** by law or equity or under this Agreement, and not in limitation thereof, **Mitel** may, until said sum is paid in full; declare the entire remaining amount due and payable and after ten (10) days written notice addressed to Customer shown herein; disconnect or disable all or any part of the Equipment, System Software and/or Related Software or otherwise render it inoperable; cease maintaining or installing the Equipment, System Software and/or Related Software, or enter Customer's premises without liability for trespass or damages and, with or without notice, take possession of and remove the System(s).

After the execution of this Agreement, should Customer determine, for any reason other than an express breach of agreement by **Mitel**, that Customer shall not abide by the Terms of this Agreement, **Mitel** shall be entitled to payment of the greater sum of (a) all deposits paid to date of notice of termination, or (b) an amount equal to twelve (12) monthly rental payments set forth in paragraph 1 as liquidated damages. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs in the amount allowed by court.

16. INDEMNIFICATION: Customer shall indemnify **Mitel** against and hold **Mitel** harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, the System(s), its use, possession, operation and/or condition.

17. ASSIGNMENT, SUBCONTRACTING: This Agreement may be assigned by **Mitel**, in whole or in part, and **Mitel** may freely subcontract any or all of the work hereunder. The Customer may not assign this Agreement, in whole or part, without first obtaining the prior written consent of **Mitel**. Any such attempted assignment shall be invalid. Subject to the foregoing, this Agreement shall inure to and be binding upon the parties and their successors and assigns.

18. CONSULTANT: In the event that Customer is represented by a consultant, **Mitel** may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Customer training and directories.

19. MISCELLANEOUS: Titles to the paragraphs of this Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein. If more than one Customer is named in this Agreement, the Liability of each shall be joint and several. This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by authorized representatives of all parties hereto. This Agreement shall be enforced subject to the laws of the state in which the subject equipment is installed as documented on the TotalSolution Program Schedule 1's. Customer expressly consents to jurisdiction and venue within said state. No delay or omission to exercise any right, power or remedy available to **Mitel**, upon any breach or default of Customer under this Agreement shall impair any such right, power or remedy of **Mitel**, nor shall it be construed to be a waiver of any subsequent breach or default or acquiescence therein. Any waiver, consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing. If any provisions of this Agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions herein.

CUSTOMER INITIALS

DATE

MITEL INITIALS

DATE



**TotalSolution Program
Schedule 1**

This original Schedule is issued and effective as of the date set forth below. All of the terms, conditions, representations and warranties of the Master Lease identified by the Lease Number detailed below, including definitions of terms not otherwise defined in this Schedule, are hereby incorporated herein and made a part of hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separately enforceable, complete and independent Lease with respect to the Equipment described herein. By the execution and delivery of this Schedule, the parties affirm all of the terms, conditions, representations and warranties of the Master Lease

INSTALLING COMPANY	
Mitel Technologies, Inc.	
ADDRESS	
1146 North Alma School Road	
CITY	
Mesa	
STATE	ZIP
AZ	85201
LOCATION OF EQUIPMENT	
15440 South Central Avenue	
CITY	
Oak Forest	
STATE	ZIP
IL	60452

LEASE NUMBER	ACCOUNT NO.
128379	
RENT COMMENCEMENT DATE: _____	
SCHEDULE OF PAYMENTS	
<u>36</u>	MONTHLY PAYMENTS OF \$ <u>470.30</u> <small>(applicable taxes to be billed)</small>
EXCEPT AS OTHERWISE INDICATED BELOW:	
<input type="checkbox"/>	OTHER _____
PAYABLE AT SIGNING OF THE LEASE (Check one)	
<input type="checkbox"/>	FIRST _____ TOTAL PAYMENTS\$ <u>649.47 Incl SWA</u>
<input type="checkbox"/>	OTHER _____

LIST OF EQUIPMENT ATTACHED

LESSEE (FULL LEGAL NAME)			
CITY OF OAK FOREST			
BILLING ADDRESS			
15440 South Central Avenue			
CITY	COUNTY	STATE	ZIP
Oak Forest	Cook	IL	60452
PHONE	DATED		
(708) 687-4050			
BY <input checked="" type="checkbox"/> _____			
(AUTHORIZED SIGNER)			
PRINT NAME	_____	TITLE	_____

DELIVERY AND ACCEPTANCE OF EQUIPMENT	
I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.	
SIGNATURE <input checked="" type="checkbox"/> _____	
DATE _____	
PRINT NAME _____	
TITLE _____	

ACCEPTED: MITEL LEASING, INC., LESSOR	
10603 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064	
BY <input checked="" type="checkbox"/> _____	
TITLE	_____ DATE _____

Lessee (Full Legal Name) CITY OF OAK FOREST
Lease Number 128379

SCHEDULE 1 – City Hall EQUIPMENT ITEMIZATION

Upgrades, Spares part of Quote

Desktop Devices

- 12 5340E IP PHONE
- 12 PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD
- 12 48VDC ETHNT PWR ADPT 100-240V 802.3af

User Licenses

- 12 MiVoice Office License - IP Phone Cat D

MiContact Center Office

- 1 Convert MiCC Ofc to Virtual Starter Kit

Professional Services

- 20 IMPLEMENTATION (SP)

Maintenance, Support Services

- 1 Remote Monitoring Appliance - S/M-TSP

Other Equipment

- 36 5000/MCD Monitoring lic -STSP -up to 3yr [New TSP Program]
- 36 Remote Monitoring Acc lic STSP-up to 3yr [New TSP Program]

Mitel Phone Manager part of Quote

Mitel OEM Partner Products and Services

- 1 Mitel Phone Manager Migration Kit 8-user
- 2 Mitel Phone Manager Outlook Single User
- 4 Mitel Phone Manager Outlook 10 User Pack

Approved and Accepted by:



Customer

Mitel

Date

Lessee (Full Legal Name) CITY OF OAK FOREST
Lease Number 128379

SCHEDULE 1 – City Hall EXISTING EQUIPMENT ITEMIZATION

- 1 HX Controller
- 1 DDM16
- 2 DEI
- 3 SLM-8
- 3 DEM-16
- 1 LSM-4
- 1 PRI
- 1 ACD Premium Feature
- 1 System OAI Events
- 1 OAI 3rd Party Call Control
- 18 8560 Digital Phones
- 32 8520 Digital phones



Customer

Mitel

Date



Powering connections

Schedule 2 - TotalSolution Program Service Agreement

This Schedule 2 more particularly identifies the Customer's options relating to Add-On Equipment Rates, Renewal Options, Upgrade Capability, and Cost for System Relocation once signed by the Customer becomes a part of the TotalSolution Program Service Agreement ("Agreement") between the branch and CITY OF OAK FOREST.

I. Add-On Equipment Rates

A. The following listed equipment can be added at any time during the term of the Agreement at the following rates (based on original term) and as long as such additions are within the system's capabilities.

Part	Description	Original Term		
		60 Months	48 Months	36 Months
Desktop Devices and Accessories (MiVoice Office or Business)				
51011571	5304 IP Phone (req Cat "D", User License, or UCC License)	\$ 12.56	\$ 14.89	\$ 18.82
50005847	5312 IP Phone (req Cat "D", User License, or UCC License)	\$ 14.66	\$ 17.35	\$ 21.89
50005664	5324 IP Phone (req Cat "D", User License, or UCC License)	\$ 16.75	\$ 19.81	\$ 24.97
50006191	5320 IP Phone (req Cat "D", User License, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006634	5320e IP Phone (req Cat "D", User License, or UCC License)	\$ 20.01	\$ 23.64	\$ 29.75
50006476	5330e IP Phone (req Cat "D", User License, or UCC License)	\$ 23.27	\$ 27.46	\$ 34.54
50006478	5340e IP Phone (req Cat "D", User License, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
50005991	5360 IP Phone (req Cat "D", User License, or UCC License)	\$ 32.59	\$ 38.40	\$ 48.21
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af (req 51005172)	\$ 1.86	\$ 2.19	\$ 2.73
51005172	Power Cord C7 2.5A 125V NA Plug	\$ 0.23	\$ 0.27	\$ 0.34
50005711	DECT Cordless Handset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 21.18	\$ 25.00	\$ 31.46
50005712	DECT Cordless Headset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 26.77	\$ 31.56	\$ 39.66
51301098	IP DECT Stand & 5610 Handset Bundle (req Cat "F", User, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
51301100	5610 IP DECT Handset Only (req Cat "F", User, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006122	8528 Digital Phone (MiVoice Office only, req Cat "E" License)	\$ 13.49	\$ 15.98	\$ 20.18
50006123	8568 Digital Phone (MiVoice Office only, req Cat "E" License)	\$ 18.62	\$ 22.00	\$ 27.70
50004197	Line Interface Module	\$ 12.75	\$ 15.11	\$ 19.09
MiVoice Business (Mitel 3300/MCD) Licenses				
54004976	MiVoice Business Standard User License	\$ 11.60	\$ 13.13	\$ 15.79
54004975	MiVoice Business Enterprise User License	\$ 13.46	\$ 15.32	\$ 18.52
54005042	MiVoice Business Standard Active ACD Agent License	\$ 8.03	\$ 9.49	\$ 11.97
54005043	MiVoice Business Enterprise Active ACD Agent License	\$ 9.42	\$ 11.13	\$ 14.02
54005065	MiVoice Business Standard Dynamic Extension License	\$ 12.76	\$ 14.50	\$ 17.50
54005066	MiVoice Business Enterprise Dynamic Extension License	\$ 14.63	\$ 16.68	\$ 20.23
54003691	MiVoice Business External Hotdesking License	\$ 4.53	\$ 5.39	\$ 6.84
54002390	MiVoice Business SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
54000297	MiVoice Business Embedded VM Mailbox License	\$ 4.77	\$ 5.67	\$ 7.19
54006128	UCCv3 Entry User for Enterprise x1	\$ 16.69	\$ 19.07	\$ 23.15
54006131	UCCv3 Entry User for Business x1	\$ 15.29	\$ 17.43	\$ 21.10
54006095	UCCv3 Standard User for Enterprise x1	\$ 24.72	\$ 27.97	\$ 33.62
54006098	UCCv3 Standard User for Business x1	\$ 22.86	\$ 25.79	\$ 30.88
54006101	UCCv3 Premium User for Enterprise x1	\$ 32.72	\$ 36.80	\$ 43.93
54006104	UCCv3 Premium User for Business x1	\$ 30.85	\$ 34.62	\$ 41.19
MiVoice Office 250 (Mitel 5000) Licenses				
840.0226	MiVoice Office Category "A" Legacy IP Endpoint License	\$ 9.42	\$ 11.13	\$ 14.02
840.0415	MiVoice Office Category "C" Legacy IP Endpoint License	\$ 4.77	\$ 5.67	\$ 7.19
840.0416	MiVoice Office Category "D" IP Endpoint License	\$ 8.96	\$ 10.59	\$ 13.34
840.0417	MiVoice Office Category "E" Digital Endpoint License	\$ 5.70	\$ 6.76	\$ 8.55
840.0418	MiVoice Office Category "F" SIP Endpoint License	\$ 7.09	\$ 8.40	\$ 10.60
840.0833	MiVoice Office SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
840.0759	MiVoice Office License Enable 2nd Port on T1/E1	\$ 51.46	\$ 60.54	\$ 75.89
MiVoice Office 250 (Mitel 5000) Hardware				
580.2100	MiVoice Office Single Line Mdl (SLM-4) for CS/HX	\$ 26.30	\$ 31.02	\$ 38.98
580.2702	MiVoice Office Dual T1/E1/PRI (T1M-2) for CS/HX	\$ 51.46	\$ 60.54	\$ 75.89
813.1814	MiVoice Office DEM-16 RJ45 TO AMP 50-pair Cable - 15FT	\$ 7.49	\$ 8.93	\$ 11.37
580.2304	MiVoice Office Loop Start Mdl (LSM-4) for CS/HX	\$ 23.04	\$ 27.19	\$ 34.20
580.1001	MiVoice Office Digital Expansion Interface (DEI)	\$ 46.80	\$ 55.07	\$ 69.06
580.2101	MiVoice Office Single Line Mdl (SLM-8) for DEI	\$ 46.57	\$ 54.80	\$ 68.72
580.2200	MiVoice Office Digital Endpoint Module (DEM-16) for DEI	\$ 29.23	\$ 35.21	\$ 45.22
MiCollab Licenses				
54004266	MiCollab - Advanced Desktop Client (Windows)	\$ 9.89	\$ 11.08	\$ 13.17
54005830	MiCollab - Desktop SIP Softphone	\$ 8.06	\$ 9.09	\$ 10.87
54005598	MiCollab - Mobile Client for SmartPhone	\$ 3.97	\$ 4.69	\$ 5.92
54005832	MiCollab - Mobile SIP Softphone (req MBG Teleworker for external use with MiVoice Bus.)	\$ 3.55	\$ 4.20	\$ 5.30
54004572	MBG Teleworker License (requires existing MBG server)	\$ 11.25	\$ 12.60	\$ 14.96

B. There will be no additional charges for installation if the equipment is a normal installation to the present office location. Any detached locations or abnormal installations will be priced with additional labor and material charges in effect at the time of such installation.

C. The Customer agrees that Add-On Equipment orders are subject to credit approval, and the Customer cannot be in default of this Agreement or the Lease Agreement.

II. Guaranteed Renewal Options

A. The Customer has the option to renew this Agreement for an additional term of three (3) years which period of time shall be defined as the Renewal Option Term.

B. The monthly rental price for the Renewal Option Term shall be equal to fifty percent (50%) of the rental rate in effect at the time of the renewal including supplements.

C. The Maintenance and Warranty provisions contained in this Agreement shall continue in full force and effect during the Renewal Option Term.

D. The Add-On Equipment Rates as specified in Article I hereof shall be applicable for the duration of the Renewal Option Term.

III. No Penalty Obsolescence Protection If during the term of this Agreement, should newer more advanced technology systems be developed and introduced by Mitel thus rendering this Mitel platform obsolete, the Customer is hereby granted the option to upgrade its System with Mitel with no financial penalties or cancellation charges. Mitel guarantees that the upgraded system rates will be the same as offered to other customers with the same system. In order to qualify, the Customer agrees to the following provisions:

A. At least twenty-four (24) payments shall have been received by Mitel on this Agreement.

B. The central operating unit and substantially all of the station equipment of the current system must be replaced and/or upgraded to an equal or larger capacity unit based on a newer technology providing additional features and capabilities. In either event, the number of installed telephones or phone lines must be equal or greater than the current system.

C. The Customer cannot be in default on this Agreement, and the upgrade is subject to credit approval.

IV. Transfer Cost for System Relocation

The Customer is granted the right to have Mitel perform the labor of relocating the system at a thirty percent (30%) discount of the standard published rate of Mitel in effect at the time of relocation of the system.

V. Disaster Recovery Plan

Mitel will maintain a back-up copy of the current Mitel System software database at an off-site location. In the event of a catastrophic loss of the system that is covered by the Risk of Loss provision of this Agreement, the back-up database will be re-loaded on the replacement equipment as soon as the customer's facilities allow. The current copy of the database will be as of the last changes or modifications to the database that were performed by Mitel. Any changes to the database not performed by Mitel may not be included in the back-up database.

VI. Remote Monitoring Access Service

Mitel's Remote Monitoring and Access Service (RMAS) will monitor the ICP (5000 and/or MCD 3300) 7 days a week, 24 hours a day for system generated major or critical alarms. Upon receipt of an alarm, Mitel's RMAT team will remotely log into the system to investigate the cause of the alarm and attempt to resolve the issue. If the issue is service affecting (definability to accomplish either incoming, outgoing or internal calls) and it cannot be resolved remotely, RMAT will dispatch a Field Technician to site in order to address the issue.

VII. Remote system changes and Admin Training

A. Mitel's Remote Monitoring and Access Technician (RMAT) will provide free of charge the following list of changes. Twinning setup, Name Changes, Password resets, Time Change, User/Set creation/deletion, DID Call Routing changes, Key Map programming, Hunt Group modifications, Auto Attendant changes, Greeting Changes,

Mailbox programing, COS/COR programing, MCA Audio/Web conference scheduling, Account codes, programing, Feature Code programing, Database Backup

B. Remote admin training will also be provided on the above listed items

C. RMAT's will provide a max of 4 changes per month with a max time of 1 hour per incident

VIII. Software upgrades for Mitel Core Products

A. Software Upgrades are provided as described in the Supplement to TotalSolutions Program for Software Assurance. Labor for such **Software Upgrades on MiVoice Business, MiVoice Office, MiVoice Office 250, MiCollab and NuPoint will be provided without charge once per year, unless requested outside of normal business hours in which case labor will be charged at a differential rate based on the time requested. Current software must be within two (2) major versions, otherwise normal labor rates will apply.**

B. All third party applications to be excluded from the free labor TSP upgrade option as stated in the customer executed "Schedule One" list of equipment.

Customer Initials



TotalSolution Program Lease Agreement

Lease No. 128380

This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Supplier as used throughout refers to Mitel Technologies, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with us and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Supplier.

1. AGREEMENT: You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements to Lease Agreements.

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. NO WARRANTIES: We are leasing the equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Supplier or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Supplier and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Supplier, or the manufacturer, or supplier. You understand and agree that only an authorized officer of Mitel Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES, NOR SHALL WE BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE EQUIPMENT. You acknowledge that we shall not be responsible for any service, repairs, warranty or maintenance of the equipment. We are not a party to the TSP Service Agreement or any other agreements between you and the Supplier, and even if you have a dispute regarding any warranty, maintenance or service provided by the Supplier, you will continue to pay us all payments due under this lease and all schedules to this lease.

4. NON-CANCELLABLE LEASE: Except as provided by the Upgrade Capability contained in the TSP Service Agreement, this lease cannot be cancelled.

5. TERM: The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1's ("the Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all Schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address, which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: We are not responsible for installing and keeping the equipment in good working order and repair. The Supplier has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your addresses shown on all Schedule 1's, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses unless you get our written permission in advance.

9. TAXES AND FEES: You agree to pay when due all taxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of filing property tax statements, so long as the filing does not interfere with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any claims for such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.

CUSTOMER INITIALS

DATE

LEASING INITIALS

DATE



TOTAL SOLUTION PROGRAM SERVICE AGREEMENT

This Agreement is entered into by and between Mitel Technologies, Inc. ("Mitel") and the Customer listed below ("Customer"). Mitel agrees to sell to Mitel Leasing, Inc. ("Lessor") and Customer agree to execute this agreement for the Installation, Maintenance and Warranty of the Equipment, System Software and/or Related Software ("System(s)") listed on all Schedule 1s executed by Customer and attached hereto in accordance with the following terms and conditions.

TERMS AND CONDITIONS

- 1. SALE AND LEASE OF SYSTEM(S): Mitel agrees to transfer title to the System(s) to the Lessor and install, maintain and warrant the System(s) for Customer upon the following conditions and terms of this Agreement.
2. BINDING AGREEMENT: When the Customer and Mitel have executed this Agreement, and Mitel has sent a copy to Customer, this Agreement will be fully binding between Customer and Mitel.
3. OWNERSHIP OF SYSTEM(S): Customer agrees that Mitel retains all right, title and ownership of the System(s) until Customer has fully executed all lease documents including any lease agreement, accompanying documentation and the Delivery and Acceptance Certificate.
4. TERMS AND OPTIONS: Schedule 1, in singular or multiples, shall (a) be attached hereto and made a part hereof for all purposes, (b) set forth the term of this agreement beginning with the Lease Commencement Date which is defined to be the Cutover date and/or first day of operation of System(s), and (c) contain material terms and provisions to this agreement in addition to the description of the System(s) to be installed, maintained and warranted during the term of this agreement.
5. TAXES: Customer shall be responsible for the payment of all local, excise, sales, use, property and other taxes or charges levied with respect to the System(s) leased to Customer.
6. RISK OF LOSS; INSURANCE: Mitel shall bear all risks of direct physical loss or damage to the Equipment, System Software and/or Related Software, except as provided herein.
7. CARE, USE AND LOCATION OF SYSTEM(S): Customer shall not abuse the System(s) or permit it to be serviced by anyone other than Mitel.
8. SECURITY INTEREST; TITLE: Customer agrees to execute any documentation, which may be necessary or appropriate to perfect Mitel's or Lessor's security interest in the System(s).
9. RIGHT TO ACT AS AGENT AND SITE PREPARATION: Customer agrees to provide an "agency letter" authorizing Mitel to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers, equal access carriers and specialized carriers, whenever applicable.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS PAGE AND THE SECOND PAGE HEREOF AND ANY ATTACHMENTS HERETO.

CITY OF OAK FOREST
CUSTOMER NAME
15440 South Central Avenue
MAILING ADDRESS
Oak Forest IL 60452
CITY, STATE, ZIP CODE
BY:
SIGNATURE
TYPED NAME & TITLE
DATE:

Mitel
1146 North Alma School Rd
Mesa, AZ 85201
BY:
SIGNATURE
Robert Bashore Director of Enterprise Sales
TYPED NAME & TITLE
DATE:
Eva Maciejewska
TYPED NAME—SALES REPRESENTATIVE

TotalSolution Program Service Provisions Agreement (continued)

10. CUTOVER DATE AND ACCEPTANCE: For the purpose of this Agreement, "Cutover Date" is defined as the date upon which the System(s) is installed at the premises and is capable of providing substantially the basic service for which the System(s) is intended. The "Estimated In-Service Date" is only an approximate date. **MITEL SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL, OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE SYSTEM(S)** on or before the Estimated In-Service Date. Customer shall confirm the Cutover Date by executing a Delivery and Acceptance Certificate acceptable to **Mitel**. It shall be conclusively presumed that Customer's execution of the Delivery and Acceptance Certificate confirms Customer's inspection, satisfaction and unqualified acceptance of the System(s).

11. SYSTEM SOFTWARE AND RELATED SOFTWARE SITE LICENSE: The System Software is the software necessary to operate the Equipment, provide the service for which the equipment was intended. Related Software is software, provided by **Mitel** as part of this agreement, necessary to provide specific applications and/or features not necessary to the basic operation of the Equipment. Customer agrees that its interest in the System Software and/or Related Software provided by **Mitel**, pursuant to this Agreement is that of a licensee and that said System Software and/or Related Software is to be used solely and exclusively in and with the System(s) as described in this Agreement or any other license agreements required by **Mitel** pursuant to the operation of the System(s). Customer may not reproduce, sublicense, assign, sell or transfer the System Software or Related Software covered by this license to any other person or entity without the express written permission of **Mitel**.

12. TRAINING: **Mitel** shall provide all necessary training services for Customer's personnel to effect the operation of the Equipment, System Software and/or Related Software at no additional cost to Customer during the term of this Agreement.

13. WARRANTY AND MAINTENANCE: For the term of this Agreement, **Mitel** warrants the Equipment, System Software and/or Related Software against defective parts, programming and workmanship. Upon notification of a defect, **Mitel** shall have the option to repair or replace any defective part or install, modify or replace software, and such services provided by **Mitel** shall be Customer's sole and exclusive remedy. During the term of this Agreement, all expenses incidental to repair or replace equipment and/or software under warranty, including all labor and material, shall be borne by **Mitel**. Replacement parts may be new or reconditioned at **Mitel's** option. All equipment, software and replaced parts will remain the property of **Mitel**.

Regular maintenance service (non-emergency) during the warranty period will be provided without charge to Customer during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays). Emergency service during the warranty period (service required due to the System(s)'s inability to accomplish either incoming, outgoing or internal calls) will be provided without charge to Customer seven days a week and twenty-four hours a day.

Maintenance service under this Agreement does not include repair or service required as a result of: (a) neglect, misuse or intentional damage of the System(s); (b) alterations, additions or modifications to any part of the Equipment, System Software or Related Software performed by anyone other than **Mitel**; (c) conflicts created by unauthorized software on the System(s); (d) the failure of Customer to provide and maintain a suitable installation environment at all facilities are prescribed by **Mitel** (including, but not limited to, proper electrical power, air conditioning, or humidity control); (e) use of supplies or materials not meeting **Mitel** specifications; (f) use of the System(s) for purposes other than those for which it was designed; (g) electrical work external to the System(s) or service connected with System(s) relocation, reconfiguration or additions; (h) cutoff of services to Customer by the utility; or (i) acts of God. However, **Mitel** will make maintenance service available in accordance with its then standard practices and price schedules.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, **MITEL** MAKES NO WARRANTIES IN RESPECT TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE, EITHER EXPRESSED OR IMPLIED, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT **MITEL** BREACHES ANY WARRANTY, THE CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT **MITEL** MAKES ANY EQUIPMENT OR SOFTWARE ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE WHEN **MITEL** DETERMINES THAT THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE DOES NOT CONFORM TO WARRANTY. NO OTHER WARRANTIES SHALL APPLY EXCEPT AS SET FORTH HEREIN.

14. LIMITATION OF LIABILITY: **MITEL** SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT SYSTEM SOFTWARE OR RELATED SOFTWARE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT; OR FOR PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY; OR FOR THE PAYMENT OF ANY CHARGES BY ANY COMPANY TO CUSTOMER FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT; OR FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT, SYSTEM SOFTWARE AND/OR RELATED SOFTWARE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, OR SOFTWARE; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT MODEM LINES AND LONG DISTANCE CARRIER SERVICES. **MITEL** SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE SYSTEM(S).

15. DEFAULT: If Customer fails to pay any amount due to **Mitel** as set forth herein, or Lessor pursuant to a Lease Agreement, or defaults in any other obligations, then, in addition to all other remedies available to **Mitel** by law or equity or under this Agreement, and not in limitation thereof, **Mitel** may, until said sum is paid in full; declare the entire remaining amount due and payable and after ten (10) days written notice addressed to Customer shown herein; disconnect or disable all or any part of the Equipment, System Software and/or Related Software or otherwise render it inoperable; cease maintaining or installing the Equipment, System Software and/or Related Software, or enter Customer's premises without liability for trespass or damages and, with or without notice, take possession of and remove the System(s).

After the execution of this Agreement, should Customer determine, for any reason other than an express breach of agreement by **Mitel**, that Customer shall not abide by the Terms of this Agreement, **Mitel** shall be entitled to payment of the greater sum of (a) all deposits paid to date of notice of termination, or (b) an amount equal to twelve (12) monthly rental payments set forth in paragraph 1 as liquidated damages. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs in the amount allowed by court.

16. INDEMNIFICATION: Customer shall indemnify **Mitel** against and hold **Mitel** harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, the System(s), its use, possession, operation and/or condition.

17. ASSIGNMENT, SUBCONTRACTING: This Agreement may be assigned by **Mitel**, in whole or in part, and **Mitel** may freely subcontract any or all of the work hereunder. The Customer may not assign this Agreement, in whole or part, without first obtaining the prior written consent of **Mitel**. Any such attempted assignment shall be invalid. Subject to the foregoing, this Agreement shall inure to and be binding upon the parties and their successors and assigns.

18. CONSULTANT: In the event that Customer is represented by a consultant, **Mitel** may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Customer training and directories.

19. MISCELLANEOUS: Titles to the paragraphs of this Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein. If more than one Customer is named in this Agreement, the Liability of each shall be joint and several. This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by authorized representatives of all parties hereto. This Agreement shall be enforced subject to the laws of the state in which the subject equipment is installed as documented on the TotalSolution Program Schedule 1's. Customer expressly consents to jurisdiction and venue within said state. No delay or omission to exercise any right, power or remedy available to **Mitel**, upon any breach or default of Customer under this Agreement shall impair any such right, power or remedy of **Mitel**, nor shall it be construed to be a waiver of any subsequent breach or default or acquiescence therein. Any waiver, consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing. If any provisions of this Agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions herein.

CUSTOMER INITIALS

DATE

MITEL INITIALS

DATE



TotalSolution Program
Schedule 1

This original Schedule is issued and effective as of the date set forth below. All of the terms, conditions, representations and warranties of the Master Lease identified by the Lease Number detailed below, including definitions of terms not otherwise defined in this Schedule, are hereby incorporated herein and made a part of hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separately enforceable, complete and independent Lease with respect to the Equipment described herein. By the execution and delivery of this Schedule, the parties affirm all of the terms, conditions, representations and warranties of the Master Lease

INSTALLING COMPANY	
Mitel Technologies, Inc.	
ADDRESS	
1146 North Alma School Road	
CITY	
Mesa	
STATE	ZIP
AZ	85201
LOCATION OF EQUIPMENT	
5620 West James Drive	
CITY	
Oak Forest	
STATE	ZIP
IL	60452

LEASE NUMBER	ACCOUNT NO.
128380	
RENT COMMENCEMENT DATE: _____	
SCHEDULE OF PAYMENTS	
<u>36</u>	MONTHLY PAYMENTS OF \$ <u>109.16</u>
	<small>(applicable taxes to be billed)</small>
EXCEPT AS OTHERWISE INDICATED BELOW:	
<input type="checkbox"/>	OTHER _____
PAYABLE AT SIGNING OF THE LEASE (Check one)	
<input type="checkbox"/>	FIRST _____ TOTAL PAYMENTS \$ <u>134.81 Incl SWA</u>
<input type="checkbox"/>	OTHER _____

LIST OF EQUIPMENT ATTACHED

LESSEE (FULL LEGAL NAME)			
CITY OF OAK FOREST			
BILLING ADDRESS			
15440 South Central Avenue			
CITY	COUNTY	STATE	ZIP
Oak Forest	Cook	IL	60452
PHONE	DATED		
(708) 687-6050			
BY <input checked="" type="checkbox"/> _____			
(AUTHORIZED SIGNER)			
PRINT NAME	TITLE		

DELIVERY AND ACCEPTANCE OF EQUIPMENT	
I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.	
SIGNATURE <input checked="" type="checkbox"/> _____	
DATE _____	
PRINT NAME _____	
TITLE _____	

ACCEPTED: MITEL LEASING, INC., LESSOR	
10603 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064	
BY <input checked="" type="checkbox"/> _____	
TITLE	DATE

Supplement to TotalSolution® Program for Software Assurance



Dear Customer: We've written this Supplement to the TotalSolution Program (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use words **you** and **your** to mean the Customer. The words **we**, **us** and **our** refer to the Lessor indicated below.

Software Assurance and Support (SWAS) coverage provides you with software Update Releases (which may include bug fixes, patches and/or minor feature enhancements) and software Upgrade Releases (which includes major feature enhancements, and may contain bug fixes and patches) for the applicable product or products during the term without additional upgrade fees or charges for that software. Software Assurance does not include the labor and services to implement software Upgrade Releases for the covered product or products, nor does it cover the costs for any additional hardware or hardware upgrade should it be required for the software installation.

Supplement Number _____
 Supplementing Lease Number 128380
 Branch _____

Customer Name CITY OF OAK FOREST		Address 5620 West James Drive	
City Oak Forest		State IL	Zip 60452
Lessor Name Mitel Leasing, Inc.		Address 10603 W Sam Houston Parkway N Suite 400	
City Houston	State Texas	Zip 77064	Phone (713) 844-0800

1. Lease Agreement. We agree to lease to you and you agree to lease from us the Software Assurance provisions listed below.

Description of Software Assurance provisions

Quantity	Description of SWA	Monthly Price	Total Monthly
3	STD SWAS 5000 Base up to 32 Ports	5.70	17.10
3	Prem SW Assur MiVOFFICE 32ext w/Monitor	2.85	8.55

2. Additional Monthly payment: \$ **25.65**
3. Terms and conditions. You agree that all of the terms and conditions contained in the Lease referred to above will apply to this Supplement, except as stated in paragraph 4 below.
4. Term and Rent. The term of this Supplement will be the same number of months or the number of months remaining under the original Lease described and numbered above at the time we accept this Supplement. The additional monthly payment for the equipment and/or software leased under this Supplement will be the amount listed in paragraph 2 above which will be added to the payments stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease.
5. Additional Provisions. You agree that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the software will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS HERETO.

CITY OF OAK FOREST
CUSTOMER NAME

15440 South Central Avenue
MAILING ADDRESS

Oak Forest IL 60452
CITY, STATE, ZIP CODE

By: _____
SIGNATURE

TYPED NAME & TITLE

Date: _____

MITEL LEASING, INC.

10603 W Sam Houston Parkway N
Suite 400
MAILING ADDRESS

Houston, TX 77064
CITY, STATE, ZIP CODE

By: _____
SIGNATURE

TYPED NAME & TITLE

Date: _____

Lessee (Full Legal Name) CITY OF OAK FOREST
Lease Number 128380

SCHEDULE 1 – Fire Department EQUIPMENT ITEMIZATION

Upgrades, Spares part of Quote

MiVoice Office 250 - Core Hardware, System Software and Licenses

1	2GB Compact Flash MiVoice Office NA
1	MiVoice Ofc 250 CS Migration Bundle (NA)

Professional Services

8	IMPLEMENTATION (SP)
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Maintenance, Support Services

1	Remote Monitoring Appliance - S/M-TSP
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Other Equipment

36	5000/MCD Monitoring lic -STSP -up to 3yr [New TSP Program]
36	Remote Monitoring Acc lic STSP-up to 3yr [New TSP Program]

Approved and Accepted by:



Customer

Mitel

Date

Lessee (Full Legal Name) CITY OF OAK FOREST
Lease Number 128380

SCHEDULE 1 – Fire Department EXISTING EQUIPMENT ITEMIZATION

6 8560 Digital Phones
5 8520 Digital Phones



Customer

Mitel

Date



Powering connections

Schedule 2 - TotalSolution Program Service Agreement

This Schedule 2 more particularly identifies the Customer's options relating to Add-On Equipment Rates, Renewal Options, Upgrade Capability, and Cost for System Relocation once signed by the Customer becomes a part of the TotalSolution Program Service Agreement ("Agreement") between the branch and CITY OF OAK FOREST

I. Add-On Equipment Rates

A. The following listed equipment can be added at any time during the term of the Agreement at the following rates (based on original term) and as long as such additions are within the system's capabilities.

Part	Description	Original Term		
		60 Months	48 Months	36 Months
Desktop Devices and Accessories (MiVoice Office or Business)				
51011571	5304 IP Phone (req Cat "D", User License, or UCC License)	\$ 12.56	\$ 14.89	\$ 18.82
50005847	5312 IP Phone (req Cat "D", User License, or UCC License)	\$ 14.66	\$ 17.35	\$ 21.89
50005664	5324 IP Phone (req Cat "D", User License, or UCC License)	\$ 16.75	\$ 19.81	\$ 24.97
50006191	5320 IP Phone (req Cat "D", User License, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006634	5320e IP Phone (req Cat "D", User License, or UCC License)	\$ 20.01	\$ 23.64	\$ 29.75
50006476	5330e IP Phone (req Cat "D", User License, or UCC License)	\$ 23.27	\$ 27.46	\$ 34.54
50006478	5340e IP Phone (req Cat "D", User License, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
50005991	5360 IP Phone (req Cat "D", User License, or UCC License)	\$ 32.59	\$ 38.40	\$ 48.21
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af (req 51005172)	\$ 1.86	\$ 2.19	\$ 2.73
51005172	Power Cord C7 2.5A 125V NA Plug	\$ 0.23	\$ 0.27	\$ 0.34
50005711	DECT Cordless Handset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 21.18	\$ 25.00	\$ 31.46
50005712	DECT Cordless Headset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 26.77	\$ 31.56	\$ 39.66
51301098	IP DECT Stand & 5610 Handset Bundle (req Cat "F", User, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
51301100	5610 IP DECT Handset Only (req Cat "F", User, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006122	8528 Digital Phone (MiVoice Office only, req Cat "E" License)	\$ 13.49	\$ 15.98	\$ 20.18
50006123	8568 Digital Phone (MiVoice Office only, req Cat "E" License)	\$ 18.62	\$ 22.00	\$ 27.70
50004197	Line Interface Module	\$ 12.75	\$ 15.11	\$ 19.09
MiVoice Business (Mitel 3300/MCD) Licenses				
54004976	MiVoice Business Standard User License	\$ 11.60	\$ 13.13	\$ 15.79
54004975	MiVoice Business Enterprise User License	\$ 13.46	\$ 15.32	\$ 18.52
54005042	MiVoice Business Standard Active ACD Agent License	\$ 8.03	\$ 9.49	\$ 11.97
54005043	MiVoice Business Enterprise Active ACD Agent License	\$ 9.42	\$ 11.13	\$ 14.02
54005065	MiVoice Business Standard Dynamic Extension License	\$ 12.76	\$ 14.50	\$ 17.50
54005066	MiVoice Business Enterprise Dynamic Extension License	\$ 14.63	\$ 16.68	\$ 20.23
54003691	MiVoice Business External Hotdesking License	\$ 4.53	\$ 5.39	\$ 6.84
54002390	MiVoice Business SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
54000297	MiVoice Business Embedded VM Mailbox License	\$ 4.77	\$ 5.67	\$ 7.19
54006128	UCCv3 Entry User for Enterprise x1	\$ 16.69	\$ 19.07	\$ 23.15
54006131	UCCv3 Entry User for Business x1	\$ 15.29	\$ 17.43	\$ 21.10
54006095	UCCv3 Standard User for Enterprise x1	\$ 24.72	\$ 27.97	\$ 33.62
54006098	UCCv3 Standard User for Business x1	\$ 22.86	\$ 25.79	\$ 30.88
54006101	UCCv3 Premium User for Enterprise x1	\$ 32.72	\$ 36.80	\$ 43.93
54006104	UCCv3 Premium User for Business x1	\$ 30.85	\$ 34.62	\$ 41.19
MiVoice Office 250 (Mitel 5000) Licenses				
840.0226	MiVoice Office Category "A" Legacy IP Endpoint License	\$ 9.42	\$ 11.13	\$ 14.02
840.0415	MiVoice Office Category "C" Legacy IP Endpoint License	\$ 4.77	\$ 5.67	\$ 7.19
840.0416	MiVoice Office Category "D" IP Endpoint License	\$ 8.96	\$ 10.59	\$ 13.34
840.0417	MiVoice Office Category "E" Digital Endpoint License	\$ 5.70	\$ 6.76	\$ 8.55
840.0418	MiVoice Office Category "F" SIP Endpoint License	\$ 7.09	\$ 8.40	\$ 10.60
840.0833	MiVoice Office SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
840.0759	MiVoice Office License Enable 2nd Port on T1/E1	\$ 51.46	\$ 60.54	\$ 75.89
MiVoice Office 250 (Mitel 5000) Hardware				
580.2100	MiVoice Office Single Line Mdl (SLM-4) for CS/HX	\$ 26.30	\$ 31.02	\$ 38.98
580.2702	MiVoice Office Dual T1/E1/PR1 (T1M-2) for CS/HX	\$ 51.46	\$ 60.54	\$ 75.89
813.1814	MiVoice Office DEM-16 RJ45 TO AMP 50-pair Cable - 15FT	\$ 7.49	\$ 8.93	\$ 11.37
580.2304	MiVoice Office Loop Start Mdl (LSM-4) for CS/HX	\$ 23.04	\$ 27.19	\$ 34.20
580.1001	MiVoice Office Digital Expansion Interface (DEI)	\$ 46.80	\$ 55.07	\$ 69.06
580.2101	MiVoice Office Single Line Mdl (SLM-8) for DEI	\$ 46.57	\$ 54.80	\$ 68.72
580.2200	MiVoice Office Digital Endpoint Module (DEM-16) for DEI	\$ 29.23	\$ 35.21	\$ 45.22
MiCollab Licenses				
54004266	MiCollab - Advanced Desktop Client (Windows)	\$ 9.89	\$ 11.08	\$ 13.17
54005830	MiCollab - Desktop SIP Softphone	\$ 8.06	\$ 9.09	\$ 10.87
54005598	MiCollab - Mobile Client for SmartPhone	\$ 3.97	\$ 4.69	\$ 5.92
54005832	MiCollab - Mobile SIP Softphone (req MBG Teleworker for external use with MiVoice Bus.)	\$ 3.55	\$ 4.20	\$ 5.30
54004572	MBG Teleworker License (requires existing MBG server)	\$ 11.25	\$ 12.60	\$ 14.96

B. There will be no additional charges for installation if the equipment is a normal installation to the present office location. Any detached locations or abnormal installations will be priced with additional labor and material charges in effect at the time of such installation.

C. The Customer agrees that Add-On Equipment orders are subject to credit approval, and the Customer cannot be in default of this Agreement or the Lease Agreement.

II. Guaranteed Renewal Options

A. The Customer has the option to renew this Agreement for an additional term of three (3) years which period of time shall be defined as the Renewal Option Term.

B. The monthly rental price for the Renewal Option Term shall be equal to fifty percent (50%) of the rental rate in effect at the time of the renewal including supplements.

C. The Maintenance and Warranty provisions contained in this Agreement shall continue in full force and effect during the Renewal Option Term.

D. The Add-On Equipment Rates as specified in Article I hereof shall be applicable for the duration of the Renewal Option Term.

III. No Penalty Obsolescence Protection If during the term of this Agreement, should newer more advanced technology systems be developed and introduced by Mitel thus rendering this Mitel platform obsolete, the Customer is hereby granted the option to upgrade its System with Mitel with no financial penalties or cancellation charges. Mitel guarantees that the upgraded system rates will be the same as offered to other customers with the same system. In order to qualify, the Customer agrees to the following provisions:

A. At least twenty-four (24) payments shall have been received by Mitel on this Agreement.

B. The central operating unit and substantially all of the station equipment of the current system must be replaced and/or upgraded to an equal or larger capacity unit based on a newer technology providing additional features and capabilities. In either event, the number of installed telephones or phone lines must be equal or greater than the current system.

C. The Customer cannot be in default on this Agreement, and the upgrade is subject to credit approval.

IV. Transfer Cost for System Relocation

The Customer is granted the right to have Mitel perform the labor of relocating the system at a thirty percent (30%) discount of the standard published rate of Mitel in effect at the time of relocation of the system.

V. Disaster Recovery Plan

Mitel will maintain a back-up copy of the current Mitel System software database at an off-site location. In the event of a catastrophic loss of the system that is covered by the Risk of Loss provision of this Agreement, the back-up database will be re-loaded on the replacement equipment as soon as the customer's facilities allow. The current copy of the database will be as of the last changes or modifications to the database that were performed by Mitel. Any changes to the database not performed by Mitel may not be included in the back-up database.

VI. Remote Monitoring Access Service

Mitel's Remote Monitoring and Access Service (RMAS) will monitor the ICP (5000 and/or MCD 3300) 7 days a week, 24 hours a day for system generated major or critical alarms. Upon receipt of an alarm, Mitel's RMAT team will remotely log into the system to investigate the cause of the alarm and attempt to resolve the issue. If the issue is service affecting (definability to accomplish either incoming, outgoing or internal calls) and it cannot be resolved remotely, RMAT will dispatch a Field Technician to site in order to address the issue.

VII. Remote system changes and Admin Training

A. Mitel's Remote Monitoring and Access Technician (RMAT) will provide free of charge the following list of changes. Twinning setup, Name Changes, Password resets, Time Change, User/Set creation/deletion, DID Call Routing changes, Key Map programming, Hunt Group modifications, Auto Attendant changes, Greeting Changes,

Mailbox programing, COS/COR programing, MCA Audio/Web conference scheduling, Account codes, programing, Feature Code programing, Database Backup

B. Remote admin training will also be provided on the above listed items

C. RMAT's will provide a max of 4 changes per month with a max time of 1 hour per incident

VIII. Software upgrades for Mitel Core Products

A. Software Upgrades are provided as described in the Supplement to TotalSolutions Program for Software Assurance. Labor for such **Software Upgrades on MiVoice Business, MiVoice Office, MiVoice Office 250, MiCollab and NuPoint will be provided without charge once per year, unless requested outside of normal business hours in which case labor will be charged at a differential rate based on the time requested. Current software must be within two (2) major versions, otherwise normal labor rates will apply.**

B. All third party applications to be excluded from the free labor TSP upgrade option as stated in the customer executed "Schedule One" list of equipment.

Customer Initials



TotalSolution Program Lease Agreement

Lease No. 128381

This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Supplier as used throughout refers to Mitel Technologies, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with us and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Supplier.

1. AGREEMENT: You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements to Lease Agreements.

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. NO WARRANTIES: We are leasing the equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Supplier or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Supplier and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Supplier, or the manufacturer, or supplier. You understand and agree that only an authorized officer of Mitel Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES; NOR SHALL WE BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE EQUIPMENT. You acknowledge that we shall not be responsible for any service, repairs, warranty or maintenance of the equipment. We are not a party to the TSP Service Agreement or any other agreements between you and the Supplier, and even if you have a dispute regarding any warranty, maintenance or service provided by the Supplier, you will continue to pay us all payments due under this lease and all schedules to this lease.

4. NON-CANCELLABLE LEASE: Except as provided by the Upgrade Capability contained in the TSP Service Agreement, this lease cannot be cancelled.

5. TERM: The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1's ("the Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all Schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address, which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: We are not responsible for installing and keeping the equipment in good working order and repair. The Supplier has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your addresses shown on all Schedule 1's, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses unless you get our written permission in advance.

9. TAXES AND FEES: You agree to pay when due all taxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of filing property tax statements, so long as the filing does not interfere with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any claims for such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.

CUSTOMER INITIALS DATE

LEASING INITIALS DATE

**Total Solution Program
Lease Agreement (continued)**

12. DEFAULT AND REMEDIES: If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can, after ten (10) days written notice, enter your premises and deactivate all or a portion of the equipment, or require that you return the equipment to us and pay to us the remaining balance of all of the rental payments due under this lease at present value, using a six (6%) percent per year discount rate. If you fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (1½%) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay the greater of (1) our reasonable attorney's fees or (2) at least twenty (20%) percent of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment, which sum is agreed to be five (5%) percent of the original cash price by us of the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession described above, (b) the residual value of the equipment, present valued as calculated above, and (c) any remaining debt owed by you to us, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment.

13. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment, and you acknowledge and agree to all other terms herein as applicable to the security interest. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make.

14. REDELIVERY OF EQUIPMENT: In the event you do not decide to renew this lease, as provided for in the TSP Service Agreement, or purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease expires, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the right and ability, during normal business hours, to disconnect and remove the equipment. If upon expiration or termination, you do not immediately return the equipment to us, the equipment will continue to be held and leased by you on a month to month basis at the same rental rate in this lease. Upon expiration of your lease, and provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.

15. LATE CHARGES: If, prior to our notice of default, any part of a payment is not made by you within thirty (30) days of its stated due date, you agree to pay us a late charge of ten (10%) percent of each late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

16. ENTIRE AGREEMENT; CHANGES: This Lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us. You agree and understand that you are only leasing the equipment as specified on all Schedule 1's and Supplement to Lease Agreements.

17. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay, plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally, by telefacsimile (fax) or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND THE RIGHTS AND OBLIGATIONS OF YOU AND US SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT THE COURTS OF THE STATE OF TEXAS FOR HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION OR VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. You waive trial by jury in any action between us.

18. UCC -ARTICLE 2A PROVISIONS: You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge nonexclusively that: (a) we did not select the equipment, we purchased it for lease to you; and (b) you have been given the name of the Entity which supplied the equipment you are leasing from us. We hereby notify you that you have rights under the agreements that you have with the Supplier.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE FIRST PAGE OF THIS LEASE.

<p>Lease recipient (FULL LEGAL NAME)</p> <p>CITY OF OAK FOREST</p> <hr/> <p>15440 South Central Avenue</p> <p><small>BILLING ADDRESS</small></p> <p>Oak Forest Cook IL 60452</p> <p><small>CITY COUNTY STATE ZIP</small></p> <p><small>PHONE NO.</small> 708-535-4090</p> <hr/> <p><small>(THE UNDERSIGNED AGREES THAT THE EQUIPMENT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAT NO MODIFICATION TO THIS LEASE WILL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.)</small></p> <p>BY <input checked="" type="checkbox"/> _____</p> <p align="center">AUTHORIZED OFFICER'S SIGNATURE</p> <p>Print Name: _____</p> <p>TITLE: _____ DATE: _____</p> <p>Email _____</p>	<p align="center">ACH AUTHORIZATION</p> <p><small>THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT VIA AUTOMATED CLEARING HOUSE (ACH)</small></p> <p>ABA / Routing and Transit # _____</p> <p>Checking Account # _____</p> <p>BY <input checked="" type="checkbox"/> _____</p> <p align="center">AUTHORIZED OFFICER'S SIGNATURE</p> <p>Print Name: _____</p> <p>TITLE: _____ DATE: _____</p> <p>ACCEPTED: MITEL LEASING 10603 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064</p> <p>BY: _____</p> <p>TITLE: _____ DATE: _____</p>
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PERSONAL GUARANTY

I guarantee that the lessee will make all payments and pay all the other charges required under this lease when they are due and will perform all other obligations under the lease fully and promptly. I also agree that you may make other arrangements with the lease recipient and I will still be responsible for those payments and other obligations. You do not have to notify me if the lessee fails to meet all of its obligations under the lease. If lease recipient fails to meet all of its obligations, I will immediately pay in accordance with the default provisions of the lease all sums due under the original terms of the lease and will perform all other obligations of lessee under the lease. I will reimburse you for all the expenses you incur in enforcing any of your rights against the lease recipient or me, including attorney fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation. If this is a partnership guaranty, it is authorized under the partnership agreement. **THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. I AGREE AND CONSENT THAT THE COURT OF THE STATE OF TEXAS, HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE PROPER LOCATION FOR THE DETERMINATION OF DISPUTES ARISING UNDER THIS LEASE.** I agree and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdiction. I waive trial by jury in any action between us.

_____ PERSONAL GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NUMBER DATED

_____ PERSONAL GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NUMBER DATED



TOTAL SOLUTION PROGRAM SERVICE AGREEMENT

This Agreement is entered into by and between Mitel Technologies, Inc. ("Mitel") and the Customer listed below ("Customer"). Mitel agrees to sell to Mitel Leasing, Inc. ("Lessor") and Customer agree to execute this agreement for the Installation, Maintenance and Warranty of the Equipment, System Software and/or Related Software ("System(s)") listed on all Schedule 1s executed by Customer and attached hereto in accordance with the following terms and conditions.

TERMS AND CONDITIONS

- 1. SALE AND LEASE OF SYSTEM(S): Mitel agrees to transfer title to the System(s) to the Lessor and install, maintain and warrant the System(s) for Customer upon the following conditions and terms of this Agreement.
2. BINDING AGREEMENT: When the Customer and Mitel have executed this Agreement, and Mitel has sent a copy to Customer, this Agreement will be fully binding between Customer and Mitel.
3. OWNERSHIP OF SYSTEM(S): Customer agrees that Mitel retains all right, title and ownership of the System(s) until Customer has fully executed all lease documents including any lease agreement, accompanying documentation and the Delivery and Acceptance Certificate.
4. TERMS AND OPTIONS: Schedule 1, in singular or multiples, shall (a) be attached hereto and made a part hereof for all purposes, (b) set forth the term of this agreement beginning with the Lease Commencement Date which is defined to be the Cutover date and/or first day of operation of System(s), and (c) contain material terms and provisions to this agreement in addition to the description of the System(s) to be installed, maintained and warranted during the term of this agreement.
5. TAXES: Customer shall be responsible for the payment of all local, excise, sales, use, property and other taxes or charges levied with respect to the System(s) leased to Customer.
6. RISK OF LOSS; INSURANCE: Mitel shall bear all risks of direct physical loss or damage to the Equipment, System Software and/or Related Software, except as provided herein.
7. CARE, USE AND LOCATION OF SYSTEM(S): Customer shall not abuse the System(s) or permit it to be serviced by anyone other than Mitel.
8. SECURITY INTEREST; TITLE: Customer agrees to execute any documentation, which may be necessary or appropriate to perfect Mitel's or Lessor's security interest in the System(s).
9. RIGHT TO ACT AS AGENT AND SITE PREPARATION: Customer agrees to provide an "agency letter" authorizing Mitel to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers, equal access carriers and specialized carriers, whenever applicable.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS PAGE AND THE SECOND PAGE HEREOF AND ANY ATTACHMENTS HERETO.

CITY OF OAK FOREST
CUSTOMER NAME
15440 South Central Avenue
MAILING ADDRESS
Oak Forest IL 60452
CITY, STATE, ZIP CODE
BY:
SIGNATURE
TYPED NAME & TITLE
DATE:

Mitel
1146 North Alma School Rd
Mesa, AZ 85201
BY:
SIGNATURE
Robert Bashore Director of Enterprise Sales
TYPED NAME & TITLE
DATE:
Eva Maciejewska
TYPED NAME—SALES REPRESENTATIVE

TotalSolution Program Service Provisions Agreement (continued)

10. CUTOVER DATE AND ACCEPTANCE: For the purpose of this Agreement, "Cutover Date" is defined as the date upon which the System(s) is installed at the premises and is capable of providing substantially the basic service for which the System(s) is intended. The "Estimated In-Service Date" is only an approximate date. **MITEL SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL, OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE SYSTEM(S)** on or before the Estimated In-Service Date. Customer shall confirm the Cutover Date by executing a Delivery and Acceptance Certificate acceptable to Mitel. It shall be conclusively presumed that Customer's execution of the Delivery and Acceptance Certificate confirms Customer's inspection, satisfaction and unqualified acceptance of the System(s).

11. SYSTEM SOFTWARE AND RELATED SOFTWARE SITE LICENSE: The System Software is the software necessary to operate the Equipment, provide the service for which the equipment was intended. Related Software is software, provided by Mitel as part of this agreement, necessary to provide specific applications and/or features not necessary to the basic operation of the Equipment. Customer agrees that its interest in the System Software and/or Related Software provided by Mitel, pursuant to this Agreement is that of a licensee and that said System Software and/or Related Software is to be used solely and exclusively in and with the System(s) as described in this Agreement or any other license agreements required by Mitel pursuant to the operation of the System(s). Customer may not reproduce, sublicense, assign, sell or transfer the System Software or Related Software covered by this license to any other person or entity without the express written permission of Mitel.

12. TRAINING: Mitel shall provide all necessary training services for Customer's personnel to effect the operation of the Equipment, System Software and/or Related Software at no additional cost to Customer during the term of this Agreement.

13. WARRANTY AND MAINTENANCE: For the term of this Agreement, Mitel warrants the Equipment, System Software and/or Related Software against defective parts, programming and workmanship. Upon notification of a defect, Mitel shall have the option to repair or replace any defective part or install, modify or replace software, and such services provided by Mitel shall be Customer's sole and exclusive remedy. During the term of this Agreement, all expenses incidental to repair or replace equipment and/or software under warranty, including all labor and material, shall be borne by Mitel. Replacement parts may be new or reconditioned at Mitel's option. All equipment, software and replaced parts will remain the property of Mitel.

Regular maintenance service (non-emergency) during the warranty period will be provided without charge to Customer during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays). Emergency service during the warranty period (service required due to the System(s)'s inability to accomplish either incoming, outgoing or internal calls) will be provided without charge to Customer seven days a week and twenty-four hours a day.

Maintenance service under this Agreement does not include repair or service required as a result of: (a) neglect, misuse or intentional damage of the System(s); (b) alterations, additions or modifications to any part of the Equipment, System Software or Related Software performed by anyone other than Mitel; (c) conflicts created by unauthorized software on the System(s); (d) the failure of Customer to provide and maintain a suitable installation environment at all facilities are prescribed by Mitel (including, but not limited to, proper electrical power, air conditioning, or humidity control); (e) use of supplies or materials not meeting Mitel specifications; (f) use of the System(s) for purposes other than those for which it was designed; (g) electrical work external to the System(s) or service connected with System(s) relocation, reconfiguration or additions; (h) cutoff of services to Customer by the utility; or (i) acts of God. However, Mitel will make maintenance service available in accordance with its then standard practices and price schedules.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, MITEL MAKES NO WARRANTIES IN RESPECT TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE, EITHER EXPRESSED OR IMPLIED, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT MITEL BREACHES ANY WARRANTY, THE CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT MITEL MAKES ANY EQUIPMENT OR SOFTWARE ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE WHEN MITEL DETERMINES THAT THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE DOES NOT CONFORM TO WARRANTY. NO OTHER WARRANTIES SHALL APPLY EXCEPT AS SET FORTH HEREIN.

14. LIMITATION OF LIABILITY: MITEL SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT SYSTEM SOFTWARE OR RELATED SOFTWARE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT; OR FOR PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY; OR FOR THE PAYMENT OF ANY CHARGES BY ANY COMPANY TO CUSTOMER FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT; OR FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT, SYSTEM SOFTWARE AND/OR RELATED SOFTWARE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, OR SOFTWARE; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT MODEM LINES AND LONG DISTANCE CARRIER SERVICES. MITEL SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE SYSTEM(S).

15. DEFAULT: If Customer fails to pay any amount due to Mitel as set forth herein, or Lessor pursuant to a Lease Agreement, or defaults in any other obligations, then, in addition to all other remedies available to Mitel by law or equity or under this Agreement, and not in limitation thereof, Mitel may, until said sum is paid in full, declare the entire remaining amount due and payable and after ten (10) days written notice addressed to Customer shown herein; disconnect or disable all or any part of the Equipment, System Software and/or Related Software or otherwise render it inoperable; cease maintaining or installing the Equipment, System Software and/or Related Software, or enter Customer's premises without liability for trespass or damages and, with or without notice, take possession of and remove the System(s).

After the execution of this Agreement, should Customer determine, for any reason other than an express breach of agreement by Mitel, that Customer shall not abide by the Terms of this Agreement, Mitel shall be entitled to payment of the greater sum of (a) all deposits paid to date of notice of termination, or (b) an amount equal to twelve (12) monthly rental payments set forth in paragraph 1 as liquidated damages. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs in the amount allowed by court.

16. INDEMNIFICATION: Customer shall indemnify Mitel against and hold Mitel harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, the System(s), its use, possession, operation and/or condition.

17. ASSIGNMENT, SUBCONTRACTING: This Agreement may be assigned by Mitel, in whole or in part, and Mitel may freely subcontract any or all of the work hereunder. The Customer may not assign this Agreement, in whole or part, without first obtaining the prior written consent of Mitel. Any such attempted assignment shall be invalid. Subject to the foregoing, this Agreement shall inure to and be binding upon the parties and their successors and assigns.

18. CONSULTANT: In the event that Customer is represented by a consultant, Mitel may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Customer training and directories.

19. MISCELLANEOUS: Titles to the paragraphs of this Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein. If more than one Customer is named in this Agreement, the Liability of each shall be joint and several. This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by authorized representatives of all parties hereto. This Agreement shall be enforced subject to the laws of the state in which the subject equipment is installed as documented on the TotalSolution Program Schedule 1's. Customer expressly consents to jurisdiction and venue within said state. No delay or omission to exercise any right, power or remedy available to Mitel, upon any breach or default of Customer under this Agreement shall impair any such right, power or remedy of Mitel, nor shall it be construed to be a waiver of any subsequent breach or default or acquiescence therein. Any waiver, consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing. If any provisions of this Agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions herein.

CUSTOMER INITIALS

DATE

MITEL INITIALS

DATE



**TotalSolution Program
Schedule 1**

This original Schedule is issued and effective as of the date set forth below. All of the terms, conditions, representations and warranties of the Master Lease identified by the Lease Number detailed below, including definitions of terms not otherwise defined in this Schedule, are hereby incorporated herein and made a part of hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separately enforceable, complete and independent Lease with respect to the Equipment described herein. By the execution and delivery of this Schedule, the parties affirm all of the terms, conditions, representations and warranties of the Master Lease

INSTALLING COMPANY	
Mitel Technologies, Inc.	
ADDRESS	
1146 North Alma School Road	
CITY	
Mesa	
STATE	ZIP
AZ	85201
LOCATION OF EQUIPMENT	
15720 Lorel Avenue	
CITY	
Oak Forest	
STATE	ZIP
IL	60452

LEASE NUMBER	ACCOUNT NO.
128381	
RENT COMMENCEMENT DATE: _____	
SCHEDULE OF PAYMENTS	
36	MONTHLY PAYMENTS OF \$ 94.94 <small>(applicable taxes to be billed)</small>
EXCEPT AS OTHERWISE INDICATED BELOW:	
<input type="checkbox"/>	OTHER _____
PAYABLE AT SIGNING OF THE LEASE (Check one)	
<input type="checkbox"/>	FIRST _____ TOTAL PAYMENTS \$ 120.59 Incl SWA
<input type="checkbox"/>	OTHER _____

LIST OF EQUIPMENT ATTACHED

LESSEE (FULL LEGAL NAME)				
CITY OF OAK FOREST				
BILLING ADDRESS				
15440 South Central Avenue				
CITY	COUNTY	STATE	ZIP	
Oak Forest	Cook	IL	60452	
PHONE	DATED			
708-535-4090				
BY <input checked="" type="checkbox"/>	_____ (AUTHORIZED SIGNER)			
PRINT NAME	_____	TITLE	_____	

DELIVERY AND ACCEPTANCE OF EQUIPMENT	
I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.	
SIGNATURE <input checked="" type="checkbox"/>	_____
DATE	_____
PRINT NAME	_____
TITLE	_____

ACCEPTED: MITEL LEASING, INC., LESSOR 10603 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064	
BY <input checked="" type="checkbox"/>	_____
TITLE	_____ DATE _____

Supplement to TotalSolution® Program for Software Assurance



Dear Customer: We've written this Supplement to the TotalSolution Program (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use words **you** and **your** to mean the Customer. The words **we**, **us** and **our** refer to the Lessor indicated below.

Software Assurance and Support (SWAS) coverage provides you with software Update Releases (which may include bug fixes, patches and/or minor feature enhancements) and software Upgrade Releases (which includes major feature enhancements, and may contain bug fixes and patches) for the applicable product or products during the term without additional upgrade fees or charges for that software. Software Assurance does not include the labor and services to implement software Upgrade Releases for the covered product or products, nor does it cover the costs for any additional hardware or hardware upgrade should it be required for the software installation.

Supplement Number _____
 Supplementing Lease Number 128381
 Branch _____

Customer Name CITY OF OAK FOREST		Address 15720 Lorel Avenue	
City Oak Forest	State IL	Zip 60452	
Lessor Name Mitel Leasing, Inc.		Address 10603 W Sam Houston Parkway N Suite 400	
City Houston	State Texas	Zip 77064	Phone (713) 844-0800

1. Lease Agreement. We agree to lease to you and you agree to lease from us the Software Assurance provisions listed below.

Description of Software Assurance provisions

Quantity	Description of SWA	Monthly Price	Total Monthly
3	STD SWAS 5000 Base up to 32 Ports	5.70	17.10
3	Prem SW Assur MiVOFFICE 32ext w/Monitor	2.85	8.55

- 2. Additional Monthly payment: \$ **25.65**
- 3. Terms and conditions. You agree that all of the terms and conditions contained in the Lease referred to above will apply to this Supplement, except as stated in paragraph 4 below.
- 4. Term and Rent. The term of this Supplement will be the same number of months or the number of months remaining under the original Lease described and numbered above at the time we accept this Supplement. The additional monthly payment for the equipment and/or software leased under this Supplement will be the amount listed in paragraph 2 above which will be added to the payments stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease.
- 5. Additional Provisions. You agree that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the software will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS HERETO.

CITY OF OAK FOREST
CUSTOMER NAME

15440 South Central Avenue
MAILING ADDRESS

Oak Forest IL 60452
CITY, STATE, ZIP CODE

By: _____
SIGNATURE

TYPED NAME & TITLE

Date: _____

MITEL LEASING, INC.

10603 W Sam Houston Parkway N
Suite 400
MAILING ADDRESS

Houston, TX 77064
CITY, STATE, ZIP CODE

By: _____
SIGNATURE

TYPED NAME & TITLE

Date: _____

Lessee (Full Legal Name) CITY OF OAK FOREST
Lease Number 128381

SCHEDULE 1 – Public Works EQUIPMENT ITEMIZATION

Upgrades, Spares part of Quote

MiVoice Office 250 - Core Hardware, System Software and Licenses

1	2GB Compact Flash MiVoice Office NA
1	MiVoice Ofc 250 CS Migration Bundle (NA)

Professional Services

6	IMPLEMENTATION (SP)
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Maintenance, Support Services

1	Remote Monitoring Appliance - S/M-TSP
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Other Equipment

36	5000/MCD Monitoring lic -STSP -up to 3yr [New TSP Program]
36	Remote Monitoring Acc lic STSP-up to 3yr [New TSP Program]

Approved and Accepted by:



Customer

Mitel

Date

Lessee (Full Legal Name) CITY OF OAK FOREST
Lease Number 128381

SCHEDULE 1 – Public Works EXISTING EQUIPMENT ITEMIZATION

- 1 LSM-4
- 1 8560 Digital Phone
- 2 8520 Digital Phone



Customer

Mitel

Date



Powering connections

Schedule 2 - TotalSolution Program Service Agreement

This Schedule 2 more particularly identifies the Customer's options relating to Add-On Equipment Rates, Renewal Options, Upgrade Capability, and Cost for System Relocation once signed by the Customer becomes a part of the TotalSolution Program Service Agreement ("Agreement") between the branch and CITY OF OAK FOREST

I. Add-On Equipment Rates

A. The following listed equipment can be added at any time during the term of the Agreement at the following rates (based on original term) and as long as such additions are within the system's capabilities.

Part	Description	Original Term		
		60 Months	48 Months	36 Months
Desktop Devices and Accessories (MiVoice Office or Business)				
51011571	5304 IP Phone (req Cat "D", User License, or UCC License)	\$ 12.56	\$ 14.89	\$ 18.82
50005847	5312 IP Phone (req Cat "D", User License, or UCC License)	\$ 14.66	\$ 17.35	\$ 21.89
50005664	5324 IP Phone (req Cat "D", User License, or UCC License)	\$ 16.75	\$ 19.81	\$ 24.97
50006191	5320 IP Phone (req Cat "D", User License, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006634	5320e IP Phone (req Cat "D", User License, or UCC License)	\$ 20.01	\$ 23.64	\$ 29.75
50006476	5330e IP Phone (req Cat "D", User License, or UCC License)	\$ 23.27	\$ 27.46	\$ 34.54
50006478	5340e IP Phone (req Cat "D", User License, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
50005991	5360 IP Phone (req Cat "D", User License, or UCC License)	\$ 32.59	\$ 38.40	\$ 48.21
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af (req 51005172)	\$ 1.86	\$ 2.19	\$ 2.73
51005172	Power Cord C7 2.5A 125V NA Plug	\$ 0.23	\$ 0.27	\$ 0.34
50005711	DECT Cordless Handset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 21.18	\$ 25.00	\$ 31.46
50005712	DECT Cordless Headset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 26.77	\$ 31.56	\$ 39.66
51301098	IP DECT Stand & 5610 Handset Bundle (req Cat "F", User, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
51301100	5610 IP DECT Handset Only (req Cat "F", User, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006122	8528 Digital Phone (MiVoice Office only, req Cat "E" License)	\$ 13.49	\$ 15.98	\$ 20.18
50006123	8568 Digital Phone (MiVoice Office only, req Cat "E" License)	\$ 18.62	\$ 22.00	\$ 27.70
50004197	Line Interface Module	\$ 12.75	\$ 15.11	\$ 19.09
MiVoice Business (Mitel 3300/MCD) Licenses				
54004976	MiVoice Business Standard User License	\$ 11.60	\$ 13.13	\$ 15.79
54004975	MiVoice Business Enterprise User License	\$ 13.46	\$ 15.32	\$ 18.52
54005042	MiVoice Business Standard Active ACD Agent License	\$ 8.03	\$ 9.49	\$ 11.97
54005043	MiVoice Business Enterprise Active ACD Agent License	\$ 9.42	\$ 11.13	\$ 14.02
54005065	MiVoice Business Standard Dynamic Extension License	\$ 12.76	\$ 14.50	\$ 17.50
54005066	MiVoice Business Enterprise Dynamic Extension License	\$ 14.63	\$ 16.68	\$ 20.23
54003691	MiVoice Business External Hotdesking License	\$ 4.53	\$ 5.39	\$ 6.84
54002390	MiVoice Business SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
54000297	MiVoice Business Embedded VM Mailbox License	\$ 4.77	\$ 5.67	\$ 7.19
54006128	UCCv3 Entry User for Enterprise x1	\$ 16.69	\$ 19.07	\$ 23.15
54006131	UCCv3 Entry User for Business x1	\$ 15.29	\$ 17.43	\$ 21.10
54006095	UCCv3 Standard User for Enterprise x1	\$ 24.72	\$ 27.97	\$ 33.62
54006098	UCCv3 Standard User for Business x1	\$ 22.86	\$ 25.79	\$ 30.88
54006101	UCCv3 Premium User for Enterprise x1	\$ 32.72	\$ 36.80	\$ 43.93
54006104	UCCv3 Premium User for Business x1	\$ 30.85	\$ 34.62	\$ 41.19
MiVoice Office 250 (Mitel 5000) Licenses				
840.0226	MiVoice Office Category "A" Legacy IP Endpoint License	\$ 9.42	\$ 11.13	\$ 14.02
840.0415	MiVoice Office Category "C" Legacy IP Endpoint License	\$ 4.77	\$ 5.67	\$ 7.19
840.0416	MiVoice Office Category "D" IP Endpoint License	\$ 8.96	\$ 10.59	\$ 13.34
840.0417	MiVoice Office Category "E" Digital Endpoint License	\$ 5.70	\$ 6.76	\$ 8.55
840.0418	MiVoice Office Category "F" SIP Endpoint License	\$ 7.09	\$ 8.40	\$ 10.60
840.0833	MiVoice Office SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
840.0759	MiVoice Office License Enable 2nd Port on T1/E1	\$ 51.46	\$ 60.54	\$ 75.89
MiVoice Office 250 (Mitel 5000) Hardware				
580.2100	MiVoice Office Single Line Mdl (SLM-4) for CS/HX	\$ 26.30	\$ 31.02	\$ 38.98
580.2702	MiVoice Office Dual T1/E1/PRI (T1M-2) for CS/HX	\$ 51.46	\$ 60.54	\$ 75.89
813.1814	MiVoice Office DEM-16 RJ45 TO AMP 50-pair Cable - 15FT	\$ 7.49	\$ 8.93	\$ 11.37
580.2304	MiVoice Office Loop Start Mdl (LSM-4) for CS/HX	\$ 23.04	\$ 27.19	\$ 34.20
580.1001	MiVoice Office Digital Expansion Interface (DEI)	\$ 46.80	\$ 55.07	\$ 69.06
580.2101	MiVoice Office Single Line Mdl (SLM-8) for DEI	\$ 46.57	\$ 54.80	\$ 68.72
580.2200	MiVoice Office Digital Endpoint Module (DEM-16) for DEI	\$ 29.23	\$ 35.21	\$ 45.22
MiCollab Licenses				
54004266	MiCollab - Advanced Desktop Client (Windows)	\$ 9.89	\$ 11.08	\$ 13.17
54005830	MiCollab - Desktop SIP Softphone	\$ 8.06	\$ 9.09	\$ 10.87
54005598	MiCollab - Mobile Client for SmartPhone	\$ 3.97	\$ 4.69	\$ 5.92
54005832	MiCollab - Mobile SIP Softphone (req MBG Teleworker for external use with MiVoice Bus.)	\$ 3.55	\$ 4.20	\$ 5.30
54004572	MBG Teleworker License (requires existing MBG server)	\$ 11.25	\$ 12.60	\$ 14.96

B. There will be no additional charges for installation if the equipment is a normal installation to the present office location. Any detached locations or abnormal installations will be priced with additional labor and material charges in effect at the time of such installation.

C. The Customer agrees that Add-On Equipment orders are subject to credit approval, and the Customer cannot be in default of this Agreement or the Lease Agreement.

II. Guaranteed Renewal Options

A. The Customer has the option to renew this Agreement for an additional term of three (3) years which period of time shall be defined as the Renewal Option Term.

B. The monthly rental price for the Renewal Option Term shall be equal to fifty percent (50%) of the rental rate in effect at the time of the renewal including supplements.

C. The Maintenance and Warranty provisions contained in this Agreement shall continue in full force and effect during the Renewal Option Term.

D. The Add-On Equipment Rates as specified in Article I hereof shall be applicable for the duration of the Renewal Option Term.

III. No Penalty Obsolescence Protection If during the term of this Agreement, should newer more advanced technology systems be developed and introduced by Mitel thus rendering this Mitel platform obsolete, the Customer is hereby granted the option to upgrade its System with Mitel with no financial penalties or cancellation charges. Mitel guarantees that the upgraded system rates will be the same as offered to other customers with the same system. In order to qualify, the Customer agrees to the following provisions:

A. At least twenty-four (24) payments shall have been received by Mitel on this Agreement.

B. The central operating unit and substantially all of the station equipment of the current system must be replaced and/or upgraded to an equal or larger capacity unit based on a newer technology providing additional features and capabilities. In either event, the number of installed telephones or phone lines must be equal or greater than the current system.

C. The Customer cannot be in default on this Agreement, and the upgrade is subject to credit approval.

IV. Transfer Cost for System Relocation

The Customer is granted the right to have Mitel perform the labor of relocating the system at a thirty percent (30%) discount of the standard published rate of Mitel in effect at the time of relocation of the system.

V. Disaster Recovery Plan

Mitel will maintain a back-up copy of the current Mitel System software database at an off-site location. In the event of a catastrophic loss of the system that is covered by the Risk of Loss provision of this Agreement, the back-up database will be re-loaded on the replacement equipment as soon as the customer's facilities allow. The current copy of the database will be as of the last changes or modifications to the database that were performed by Mitel. Any changes to the database not performed by Mitel may not be included in the back-up database.

VI. Remote Monitoring Access Service

Mitel's Remote Monitoring and Access Service (RMAS) will monitor the ICP (5000 and/or MCD 3300) 7 days a week, 24 hours a day for system generated major or critical alarms. Upon receipt of an alarm, Mitel's RMAT team will remotely log into the system to investigate the cause of the alarm and attempt to resolve the issue. If the issue is service affecting (definability to accomplish either incoming, outgoing or internal calls) and it cannot be resolved remotely, RMAT will dispatch a Field Technician to site in order to address the issue.

VII. Remote system changes and Admin Training

A. Mitel's Remote Monitoring and Access Technician (RMAT) will provide free of charge the following list of changes. Twinning setup, Name Changes, Password resets, Time Change, User/Set creation/deletion, DID Call Routing changes, Key Map programming, Hunt Group modifications, Auto Attendant changes, Greeting Changes,

Mailbox programing, COS/COR programing, MCA Audio/Web conference scheduling, Account codes, programing, Feature Code programing, Database Backup

B. Remote admin training will also be provided on the above listed items

C. RMAT's will provide a max of 4 changes per month with a max time of 1 hour per incident

VIII. Software upgrades for Mitel Core Products

A. Software Upgrades are provided as described in the Supplement to TotalSolutions Program for Software Assurance. Labor for such **Software Upgrades on MiVoice Business, MiVoice Office, MiVoice Office 250, MiCollab and NuPoint will be provided without charge once per year, unless requested outside of normal business hours in which case labor will be charged at a differential rate based on the time requested. Current software** must be within two (2) major versions, otherwise normal labor rates will apply.

B. All third party applications to be excluded from the free labor TSP upgrade option as stated in the customer executed "Schedule One" list of equipment.

Customer Initials



City Council Agenda Memo

DATE: September 22, 2016

TO: Mayor Kuspa and the City Council

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

SUBJECT: Motion to approve a partial payment of \$29,112 to Mainline Development, LLC for the reimbursements associated with Ordinance -2016-02-0586O, Lot 4 in the Gateway Project, Starbucks and ATI.

Background

The City Council approved the Purchase and Sale Agreement (PSA) in December 2015. Part of the agreement was the City needed to provide utilities within five feet of the property line, soil conditions needed to be addressed for a building pad and all MWRD requirements were to be met.

Based on a review of the submitted documents for payment, the Public Works department has approved the request for the MWRD obligation regarding volume control, which comes to \$29,112. Attached are the contractor's cost and Exhibit "B" of the Purchase and Sale Agreement where number five is being addressed.

Action Requested

Motion to approve a partial payment of \$29,112 to Mainline Development, LLC for the reimbursement related the MWRD requirement.



SEBERT

July 13, 2016

Abraham Parra
Ernie Loberg Construction

Job Site: Oak Forest Retail Starbucks DXU

Revised

Proposal for the site mentioned above. The plans prepared by Manhard Consulting LTD dated 5/26/16 were used for this proposal. The material will be installed per sheets 3, 5, and 10 of 10. Regular union wages are included. The cost for Illinois state prevailing wages is not included. Sales tax is included.

Retaining Wall:

All excavation is included. The wall is to be built before the drive is constructed. Layout, staking, hubs, radius points and benchmarks are to be provided by others. The walls are to be constructed with the Keystone Standard retaining wall system and built per manufacturer recommendations. The walls are to be backfilled with the on-site soils that were excavated by others. Wall color is gray or tan. Structural engineering is included. The total square footage is 239 SF.

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
7	ton	CA6-Gravel 3/4" fines
22	ton	CA7-Gravel (River Rock) 3/4" washed
100	lnft	4" Perforated Flexible Drain Tile with filter fabric
56	sqft	Base: Keystone Standard Unit
154	sqft	Wall: 8" Keystone Standard Unit
58	each	Keystone 4" Caps
400	each	Fiberglass Pins
3	quart	Adhesive

Retaining Wall:	\$ 9,705.00
Structural Engineering:	\$ 800.00
Retaining Wall Total:	\$10,505.00

Permeable Pavers:

Unilock Eco Priora 5" X 10" permeable pavers will be installed over a 2" granular setting bed, 16" granular base and 12" sub base. CA-16 stone chips will be used to fill the voids. Excavation to subgrade is included.

<u>Qty</u>	<u>Unit</u>	<u>Description</u>
500	sqyd	Terra Tex No. 4 Non-Woven Fabric
12	ton	CA16- 3/8" Chips Setting Bed 2"
1,268	sqft	Unilock Eco Priora 5" X 10" Rectangle Standard Finish
90	ton	Base: CA7-River Rock 16" Depth washed
65	ton	Sub Base: CA-7 River Rock 12" Depth washed
60	lnft	SDR-26 Perforated Drain Tile

Permeable Paver Total: \$29,112.00

Sincerely,
SEBERT LANDSCAPING

Darlene W. Casey
Construction Estimator

1550 West Bartlett Road, Bartlett, IL 60103 PH: 630-497-1000 FX: 630-497-1002

EXHIBIT "B"

PAD READY REQUIREMENTS

Prior to the expiration of the Due Diligence Period, Seller shall deliver the Property in the following condition as set forth below. If such work is not completed within thirty (30) days prior to the Closing Date, then at Purchaser's election, Purchaser (a) may perform Seller's obligations set forth herein below and offset against Purchase Price at Closing the reasonable costs and expenses incurred (or anticipate to be incurred) by Purchaser to complete any uncompleted items or (b) may delay the expiration of the Due Diligence Period for such reasonable period necessary to afford Seller an opportunity to complete any uncompleted items.

1. **Utilities Obligations.** Seller shall cause all of all lines and connections for the utilities required for Purchaser's use (which include sanitary, natural gas, water, electric, storm and telephone) to be stubbed five feet (5') inside the property line for the Property, per code. Purchaser requires 6" sanitary hook up, "2" water line, electric service with the capacity of 300 KVA @ 120/208V, 3ph, 4w, gas load "7" water column based on a connected load of 1,000 mBhu.
2. **Environmental.** Seller shall deliver the Property free of any recognizable environmental conditions.
3. **Signage and Other Approvals.** Seller shall deliver any necessary land use control documents and approvals expressly permitting Tenant's contemplated use, building and signage; subject only to Purchaser's receipt of any governmental approvals which shall be obtained at Purchaser's sole cost and expense.
4. **Pad Ready Site.** Seller shall cause the Pad to be graded to a plus/minus 1 tenth of proposed subgrade elevation, and have a soil contents and bearing capacity of not less than 95% Modified Proctor Method or, in the event the Pad soil is undisturbed native soil, a weight bearing capacity of at least 3,000 pounds per square foot.
5. **Storm Water Detention.** The Storm Water Detention facility servicing the Property shall be in good working order and shall be sufficient for Purchaser's intended use. Seller shall install any storm water structures and laterals necessary to stub storm water to the Property.
6. **Land Use Agreements.** As a condition precedent to closing, Purchaser, its tenants, subtenants, invitees, permittees, assignees, successors and agents shall have an irrevocable and insurable cross access easement over and across the adjoining property owned or controlled by Seller.