

CITY OF OAK FOREST
City Council Meeting

Meeting Agenda

Tuesday, February 24, 2026 – 7:30 p.m.

City Council Chambers



15440 S. Central Avenue
Oak Forest, IL 60452
(708) 687-4050

MAYOR:	Jim Hortsman	ALDERPERSONS:
CLERK:	Nicole Tormey	1 st Ward – Kenneth Keeler
TREASURER:	JoAnn Kelly	2 nd Ward – Joe McCarthy
TAXPAYER ADVOCATE:	Grace Bardusk	3 rd Ward – Chuck Wolf
CITY ADMINISTRATOR:	Moses Amidei	4 th Ward – Curt Kunz
FINANCE DIRECTOR:	Colleen Julian	5 th Ward – Jim Emmett
FIRE CHIEF:	Garrick Kasper	6 th Ward – Jim Stuewe
POLICE CHIEF:	Scott Durano	7 th Ward – Ericka Vetter
BUILDING COMMISSIONER:	Michael Forbes	
PUBLIC WORKS DIRECTOR:	Michael Salamowicz	
ASST. COMM. DEV DIRECTOR:	Paul Ruane	
EMA DIRECTOR:	David Rana	
IT DIRECTOR:	Tom Rieman	
CITY ATTORNEY:	Klein, Thorpe and Jenkins, Ltd.	

1. Pledge of Allegiance
2. Roll Call
3. Consideration of a motion to appoint Temporary Chairperson or Mayor Pro Tem of Council
4. Announcements
5. Citizen Participation ([Policy](#))
6. Motion to establish Consent Agenda
7. Consent Agenda

A. Consideration of the following list of bills dated:

- | | | |
|-----------------------|---|--------------|
| 1. Regular Bills | - | FY 2025-2026 |
| 2. Supplemental Bills | - | FY 2025-2026 |

B. Consideration of the following minutes:

- | | | |
|-----------------------------------|---|------------|
| 1. Senior Commission | - | 1/14/2026 |
| 2. Planning & Zoning Commission | - | 2/4/2026 |
| 3. Cable Commission | - | 2/12/2026 |
| 4. Civil Service Commission | - | 1/29/2026 |
| 5. Consumer Protection Commission | - | 2/17/2026 |
| 6. Veterans Commission | - | 11/20/2025 |

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-
- C. Approval of Special Event Permit & Temporary Liquor License Request by Clover's Bar and Grill - 15548 South Cicero (Fleadh Event). See attached memorandum with supporting details from Deputy Clerk Kelly Oehrlein.
 - D. Approval of Special Event Permit & Temporary Liquor License Request by Cooper's Bar and Grill - 15158 South Cicero (Fleadh Event). See attached memorandum with supporting details from Deputy Clerk Kelly Oehrlein.
 - E. Approval of Special Event Permit & Temporary Liquor License Request by Flannery's in the Forest - 15427 South Cicero (Fleadh Event). See attached memorandum with supporting details from Deputy Clerk Kelly Oehrlein.
 - F. Approval of Special Event Permit & Temporary Liquor License Request by Marcotte's Bar and Grill - 15501 South Cicero (Fleadh Event). See attached memorandum with supporting details from Deputy Clerk Kelly Oehrlein.
8. Public Works
- A. Motion to approve invoice from Airy's, Inc. in the amount of \$10,426.79 to perform repairs to City storm sewer/street at southeast corner of Corey Lane and Terrace Drive as a result of ComEd cable installation. See attached memorandum with supporting details from Director of Public Works Michael Salamowicz.
9. Police
- A. Approval of Ordinance 2026-02-11390 – Amending Chapter 32 of the Code of Oak Forest (Emergency Telephone System Board). See attached memorandum with supporting details from Chief of Police Scott Durano.
 - B. Motion to approve purchase of Kustom Signals, Inc. SMART 12 Radar Trailer in the amount of \$8,998.50. See attached memorandum with supporting details from Chief of Police Scott Durano.
10. Community Development
- A. Approval of Resolution 2026-02-0518R, Approving a Commitment to Funding and Consenting to an Invest in Cook Application for Natalie Creek Trail along the North Side of 151st Street from Central Avenue to Ridgeland Avenue. See attached memorandum with supporting details from Assistant Director of Community and Economic Development Paul Ruane.

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- B. Approval of Resolution 2026-05-0519R, Authorizing a Plat of Condominium at the Property Known as 5560 West 159th Street. See attached memorandum with supporting details from Assistant Director of Community and Economic Development Paul Ruane.

11. Old Business

12. New Business

13. Executive Session

14. Adjournment



Notice Agenda Item

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
AFLAC	900784	02/05/26	441.56	01-00-2131 INSURANCE - AFLAC	ACT# CK146		
ALIGN NETWORKS INC	02092026 260102W007 MW 724	02/09/26	274.34	01-02-5517 WORKER'S COMP INSURANCE	PT-Physical Therapy-Claim #260102W007-1/12/26-MW - Voucher # 724		
Alliant Insurance Services Inc	3206863	02/13/26	11,815.20	01-01-5503 PROFESSIONAL SERVICES	OakFore-04 13988946 3rd Quarterly Installment - Service fee		
Alliant Insurance Services Inc	3206863	02/13/26	1,312.80	02-17-5503 PROFESSIONAL SERVICES	OakFore-04 13988946 3rd Quarterly Installment - Service fee		
AMAZING RESTORATION & HOME IMPROVEMENT	1VG6-GTQ7-TCL6	02/12/26	24.99	01-01-5301 OFFICE SUPPLIES	dual monitor mount - Nicole		
AMAZON CAPITAL SERVICES INC*	14WJ-9R7Q-JFYC	02/19/26	41.99	01-01-5301 OFFICE SUPPLIES	coffee		
AMAZON CAPITAL SERVICES INC*	16RR-XWKJ-WP9J	02/06/26	92.14	01-02-5301 OFFICE SUPPLIES	RAM mounts - 2		
AMAZON CAPITAL SERVICES INC*	1JVN-L4YF-TTHJ	02/06/26	24.69	01-05-5301 OFFICE SUPPLIES	clear table cover - Pilch		
AMAZON CAPITAL SERVICES INC*	1KXF-KRRT-N3H1 CREDIT	02/17/26	92.14	01-02-5301 OFFICE SUPPLIES	CREDIT MEMO- RAM mounts		
AMAZON CAPITAL SERVICES INC*	1NWW-3WTX-WXXN	02/06/26	37.57	01-01-5301 OFFICE SUPPLIES	avery tickets, pens		
AMAZON CAPITAL SERVICES INC*	1XH7-VD3P-J1YJ	02/10/26	10.98	01-01-5301 OFFICE SUPPLIES	post-it flags		
AMERICAN BODY COMPANY*	WI048003	02/09/26	383.09	01-04-5402 VEHICLE MAINTENANCE	truck repair - #20		
APCO INTERNATIONAL	1226223	02/10/26	1,090.00	89-00-5312 TRAINING & TRAVEL	Comm training officer 6th ed - Henion, Laurent		
ATLAS BOBCAT LLC	K38087	02/07/26	824.94	02-17-5401 EQUIPMENT MAINTENANCE	rebuild both blad cylinders - kit seal		
BATCHELOR, THOMAS	02082026 REF BATCHELOR	02/18/26	243.19	99-00-1115 UTILITY CASH CLEARING	REFUND-WATER FINAL DOUBLE PAYMENT		0226
BEECHY, DAVE*	02112026 EXP BEECHY	02/11/26	319.50	01-11-5310 PROFESSIONAL DUES	EXP reimbursement - MLS DUES		
BlueCross BlueShield of Illinois*	March 2026	02/12/26	720.28	01-00-2130 DUE TO RETIREE BENEFITS	ACT# 256231 HMO/PPO INSURANCE+Dental		
BlueCross BlueShield of Illinois*	March 2026	02/12/26	6,681.23	01-00-2123 INSURANCE-DENTAL	ACT# 256231 HMO/PPO INSURANCE+Dental		
BlueCross BlueShield of Illinois*	March 2026	02/12/26	9,106.06	01-02-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PPO INSURANCE+Dental		
BlueCross BlueShield of Illinois*	March 2026	02/12/26	42,292.58	01-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PPO INSURANCE+Dental		
BlueCross BlueShield of Illinois*	March 2026	02/12/26	274,214.91	01-00-2107 INS DEDUCTION PAYABLE	ACT# 256231 HMO/PPO INSURANCE+Dental		
CANON FINANCIAL SERVICES INC*	42636072	02/09/26	337.14	01-02-5604 MISC EQUIPMENT	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC*	42636072	02/09/26	337.13	01-11-5504 CONTRACTUAL SERVICES	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC*	42636072	02/09/26	337.13	01-03-5514 EQUIPMENT RENTAL	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC*	42636072	02/09/26	1,399.65	01-01-5504 CONTRACTUAL SERVICES	CONTRACT#694009-4		
CANON FINANCIAL SERVICES INC*	42636072	02/09/26	317.25	01-03-5514 EQUIPMENT RENTAL	CONTRACT#694009-5		
CANON FINANCIAL SERVICES INC*	42636072	02/09/26	317.25	02-17-5504 CONTRACTUAL SERVICES	CONTRACT#694009-5		
CANON FINANCIAL SERVICES INC*	42636072	02/09/26	317.24	01-01-5504 CONTRACTUAL SERVICES	CONTRACT#694009-5		
CDW GOVERNMENT INC*	AH9216R	02/11/26	129.67	89-00-5602 COMPUTERIZATION	black box modem splitters 6pt		
CHICAGO SOUTHLAND CONVENTION & VISITORS	January 26 TM	02/13/26	234.39	01-01-5512 OTHER SERVICES	Hotel Tax Remit January 2026 Terrace Motel Only		
Chicago Tribune Company	132236995000	01/31/26	277.50	01-01-5308 ADVERTISING	ACT# CU00038229 LEGAL NOTICE		
Cintas Corporation #21	4259037618	02/09/26	87.40	01-04-5313 UNIFORMS	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4259037618	02/09/26	186.87	01-04-5406 BUILDING MAINTENANCE	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4259788665	02/16/26	87.40	01-04-5313 UNIFORMS	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4259788665	02/16/26	180.60	01-04-5406 BUILDING MAINTENANCE	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Comcast	8771400960174714 Feb 26	02/02/26	10.89	01-04-5512 OTHER SERVICES	Act# 8771 40 096 0174714 Feb 26		
Comcast	8771400960363101 Feb						

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
	26	02/02/26	146.65	01-03-5305 TELEPHONE	Act# 8771 40 096 0363101 Feb 26		
Comcast	8771400960526533 Feb 26	01/27/26	219.90	01-02-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0526533 Feb 26		
COMED	1913765000 Jan 26	02/02/26	86.50	02-17-5307 ELECTRICITY	Act# 1913765000 Jan 26		
COMED	2846786000 Jan 26	02/02/26	47.96	01-04-5307 ELECTRICITY	Act# 2846786000 Jan 26		
COMED	3613948000 Jan 26	02/02/26	68.93	01-04-5307 ELECTRICITY	Act# 3613948000 Jan 26		
COMED	4670705000 Jan 26	02/05/26	560.68	02-17-5307 ELECTRICITY	Act# 4670705000 Jan 26		
COMED	7427962222 Jan 26	01/30/26	2,293.74	01-04-5307 ELECTRICITY	Act# 7427962222 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	64.92	01-04-5307 ELECTRICITY	Act# 1425423333 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	1,098.02	02-17-5307 ELECTRICITY	Act# 7190812000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	182.99	02-17-5307 ELECTRICITY	Act# 6037597000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	282.15	01-04-5307 ELECTRICITY	Act# 1167911222 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	680.24	01-04-5307 ELECTRICITY	Act# 5350762000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	120.96	02-18-5307 ELECTRICITY	Act# 9098733000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	357.88	02-18-5307 ELECTRICITY	Act# 5842134000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	950.32	02-17-5307 ELECTRICITY	Act# 0387364000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	132.16	02-17-5307 ELECTRICITY	Act# 1375594000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	94.36	02-18-5307 ELECTRICITY	Act# 2140425000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	71.35	02-18-5307 ELECTRICITY	Act# 2643525111 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	153.28	02-18-5307 ELECTRICITY	Act# 4941375000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	135.67	02-17-5307 ELECTRICITY	Act# 0708206000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	658.29	02-17-5307 ELECTRICITY	Act# 8672116000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	282.82	02-17-5307 ELECTRICITY	Act# 6671716000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	2,601.00	02-17-5307 ELECTRICITY	Act# 2193417000 Jan 26		
COMED	7813085454-2-11-26 - 17 accts	02/11/26	73.57	02-18-5307 ELECTRICITY	Act# 3733637000 Jan 26		
COMED	9466592000 Jan 26	02/02/26	16.72	01-04-5307 ELECTRICITY	Act# 9466592000 Jan 26		
COMPEX LEGAL SERVICES	02092026 250225W023 MW 722	02/09/26	158.30	01-02-5517 WORKER'S COMP INSURANCE	COPY/RECORD FEES-MW Claim #250225W023 1/16/26 - Voucher# 722		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
COMPEX LEGAL SERVICES	02092026 250225W023 MW 725	02/09/26	181.30	01-02-5517 WORKER'S COMP INSURANCE	COPY/RECORD FEES-01/11/26-Claim #250225W023-MW-Voucher #725		
COOK COUNTY TREASURER	PIN28-22-423-008-8002 YR2015-1	02/20/26	140.23	01-01-5512 OTHER SERVICES	PIN 28-22-423-008-8002 YR 2015 Installment 1		
Cook County Treasurer's Office	PIN 28-17-218-012-8002 2015-2	02/20/26	773.90	01-01-5512 OTHER SERVICES	PIN 28-17-218-012-8002 YR 2015 Installment 2		
Cook County Treasurer's Office	Pin 28-17-218-012-8002 2015-1	02/19/26	1,007.96	01-01-5512 OTHER SERVICES	Pin 28-17-218-012-8002 YR 2015-Installment 1		
Cook County Treasurer's Office	PIN28-17-218-012-8002 YR2016-1	02/20/26	794.41	01-01-5512 OTHER SERVICES	PIN 28-17-218-012-8002 YR2016- Installment 1		
Cook County Treasurer's Office	PIN28-17-218-012-8002 YR2016-2	02/20/26	576.96	01-01-5512 OTHER SERVICES	PIN 28-17-218-012-8002 YR 2016 Installment 2		
Cook County Treasurer's Office	PIN28-17-218-012-8002 YR2017-1	02/20/26	556.22	01-01-5512 OTHER SERVICES	PIN 28-17-218-012-8002 YR 2017 Installment 1		
Cook County Treasurer's Office	PIN28-17-218-012-8002 YR2017-2	02/20/26	324.68	01-01-5512 OTHER SERVICES	PIN 28-17-218-012-8002 YR 2017 Installment 2		
Cook County Treasurer's Office	PIN28-22-423-008-8002 YR2015-2	02/20/26	92.00	01-01-5512 OTHER SERVICES	PIN 28-22-423-008-8002 Year 2015 Installment 2		
Cook County Treasurer's Office	PIN28-22-423-008-8002 YR2016-1	02/20/26	113.43	01-01-5512 OTHER SERVICES	PIN 28-22-423-008-8002 Year 2016 Installment 1		
Cook County Treasurer's Office	PIN28-22-423-008-8002 YR2016-2	02/20/26	72.32	01-01-5512 OTHER SERVICES	PIN 28-22-423-008-8002 Year 2016 Installment 2		
Cook County Treasurer's Office	PIN28-22-423-008-8002 YR2017-1	02/20/26	86.14	01-01-5512 OTHER SERVICES	PIN 28-22-423-008-8002 Year 2017 Installment 1		
Cook County Treasurer's Office	PIN28-22-423-008-8002 YR2017-2	02/20/26	40.07	01-01-5512 OTHER SERVICES	PIN 28-22-423-008-8002 Year 2017 Installment 2		
CORE & MAIN*	Y491350	02/09/26	3,960.00	02-18-5425 LIFT STATION	Emergency replacement of valves at Scarborough lift station	3991	
CUSTOM TIRE INC*	84268	01/07/26	1,190.00	01-04-5402 VEHICLE MAINTENANCE	4 continental terrain tires		
DATA PEST CONTROL*	54965	02/10/26	74.00	01-08-5406 BUILDING MAINTENANCE	Act# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
DATA PEST CONTROL*	54965	02/10/26	138.00	01-04-5406 BUILDING MAINTENANCE	Act# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
DATA PEST CONTROL*	54965	02/10/26	138.00	01-02-5406 BUILDING MAINTENANCE	Act# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
Dell Technologies*	10860850343	02/06/26	10,518.00	01-01-5602 COMPUTERIZATION	Dell accounting server	3984	
EMPLOYEE BENEFITS CORP*	5282208	02/15/26	765.25	01-01-5504 CONTRACTUAL SERVICES	BENNY CARD ADMIN FEE, FSA FEES		
EMS MANAGEMENT & CONSULTANTS INC*	EMS-022791	01/31/26	1,549.76	01-02-5509 COLLECTION SERVICE	January 2026 Integrated Payments		
EPA ENVIRONMENTAL PRODUCTS & ACCESSORIES	286149	02/17/26	1,118.67	02-18-5402 VEHICLE MAINTENANCE	manhole protection ring model #100, 8" steel flange, steel reducer		
FACTORY MOTOR PARTS CO	52-607152	02/09/26	99.45	01-04-5402 VEHICLE MAINTENANCE	outer tie rod end -#31		
Flock Group Inc	INV-84419	01/12/26	42,500.00	01-03-5604 MISC EQUIPMENT	Yearly fee for Flock LPR system	3993	
GATSO USA*	26400025	01/31/26	20,340.00	01-03-5512 OTHER SERVICES	RED LIGHT CAMERA PROGRAM Jan 2026		
HOYER, LAWRENCE	02092026 REF HOYER	02/18/26	119.94	01-00-4211 AMBULANCE FEES	REFUND- AMBULANCE FEE		0226
HR Green Inc.	190778	07/25/25	2,631.50	02-17-5652 WATER SYSTEM IMPROVEMENTS	Engineering Services for 5MG & 3MG Ground Storage Tanks	3861	

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
HR Green Inc.	192157	09/02/25	1,432.50	02-17-5652 WATER SYSTEM IMPROVEMENTS	Engineering Services for 5MG & 3MG Ground Storage Tanks	3861	
HR Green Inc.	193346	09/26/25	4,826.50	02-17-5652 WATER SYSTEM IMPROVEMENTS	Engineering Services for 5MG & 3MG Ground Storage Tanks	3861	
HR Green Inc.	197037	12/26/25	2,927.00	02-17-5652 WATER SYSTEM IMPROVEMENTS	Engineering Services for 5MG & 3MG Ground Storage Tanks	3861	
ILLINOIS STATE POLICE	20260106335	01/31/26	27.00	01-01-5399 MISC EXPENSE	Liquor License Fingerprinting Fee		
IRISH CASTLE ASPHALT CO	25-04-0316	02/17/26	2,440.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5250 169TH PL SFR PERMIT		0226
KUSSMAUL ELECTRONICS CO	0000289797	02/09/26	395.20	01-02-5402 VEHICLE MAINTENANCE	AUTO EJECT 20WP WEATHERPROOF 120 Vs, COVERS		
M.E. Simpson Co Inc	45345	10/16/25	795.00	02-17-5421 MAINTENANCE OF WATER MAINS	Leak Location Services - 14730 Central Avenue		
M.E. Simpson Co Inc	46027	02/19/26	1,495.00	02-17-5421 MAINTENANCE OF WATER MAINS	Leak Location Services - 4328 Barry Lane, 4308 Henry St, 16534 Terry Ct		
McCANN INDUSTRIES INC*	P93445	02/13/26	226.50	02-17-5401 EQUIPMENT MAINTENANCE	tooth, bucket smart fit, key, bucket - freight		
MENARDS - CRESTWOOD	82879	02/03/26	32.82	01-04-5399 MISC EXPENSE	febreze		
MENARDS - CRESTWOOD	82999	02/05/26	32.97	02-17-5399 MISC EXPENSE	dual measuring wheel		
MENARDS - CRESTWOOD	83031	02/05/26	14.99	26-00-5663 159TH & CICERO GATEWAY	chrome wall clock - Metra		
MENARDS - CRESTWOOD	83071	02/06/26	944.71	08-00-5413 SNOW & ICE CONTROL	ice melt 50# - 43		
MENARDS - CRESTWOOD	83093	02/06/26	41.96	01-08-5406 BUILDING MAINTENANCE	wedge anchor		
MENARDS - CRESTWOOD	83234	02/09/26	32.98	01-08-5406 BUILDING MAINTENANCE	brawny paper towels		
MENARDS - CRESTWOOD	83320	02/10/26	25.99	01-08-5406 BUILDING MAINTENANCE	elng commercial wh seat		
MENARDS - CRESTWOOD	83403	02/11/26	41.68	01-04-5319 SMALL TOOLS	welding gloves, air hose		
MENARDS - TINLEY PARK	89105	02/07/26	61.89	01-02-5406 BUILDING MAINTENANCE	Bounty, dial		
MENARDS - TINLEY PARK	89277	02/11/26	201.93	01-02-5406 BUILDING MAINTENANCE	scrub daddy, mop refill, febreze, swiffer, splash, fuel premix, home def wand		
MENARDS - TINLEY PARK	89379	02/13/26	204.57	02-17-5401 EQUIPMENT MAINTENANCE	hexkey set, measuring wheel, coupling, pipes		
MENARDS - TINLEY PARK	89563	02/18/26	85.93	01-02-5406 BUILDING MAINTENANCE	key rings, bolt snaps, snap locking, grill brushes		
MIDAS AUTO SERVICE*	4255653	02/10/26	199.49	01-04-5402 VEHICLE MAINTENANCE	#31 front end alignment		
MITEL TECHNOLOGIES INC	980107438	02/18/26	226.00	01-01-5305 TELEPHONE	Phone Extension moves 1006 and 1039		
MONROE TRUCK EQUIPMENT INC	82332	01/29/26	109,926.00	01-04-5641 TRUCK (CIP)	Equipment for new 5 ton truck	3714	
MORTON SALT INC	5404035733	02/04/26	3,781.29	08-00-5413 SNOW & ICE CONTROL	Road Salt	3749	
MORTON SALT INC	5404040641	02/05/26	2,537.31	08-00-5413 SNOW & ICE CONTROL	Road Salt	3749	
NICOR GAS	94-28-74-5841 1 Jan 26	02/10/26	69.28	02-17-5306 NATURAL GAS	Act# 94-28-74-5841 1 Jan 26		
O'REILLY AUTO PARTS	3380-191943	02/09/26	10.64	01-09-5402 VEHICLE MAINTENANCE	capsule - #41		
PAHCS II/NORTHWESTERN MED OCC HEALTH	02092026 260102W007 MW 723	02/09/26	180.29	01-02-5517 WORKER'S COMP INSURANCE	DOCTOR-12/31/25-MW Claim #260102W007 - Voucher # 723		
PAHCS II/NORTHWESTERN MED OCC HEALTH	570332	01/30/26	212.00	01-01-5503 PROFESSIONAL SERVICES	drug screen-PW, FD		
Pancottine, Dwight	2025-2026	02/17/26	14,850.00	01-01-5506 LEGAL FEES-REGULAR	I.A.A.F. Local 3039 Collective Bargaining Negotiations 2025-2026		
PARFITT, BRIDGET*	02182026 EXP PARFITT	02/18/26	501.88	01-01-5312 TRAINING & TRAVEL	EXP Reimbursement - ILCMA Conference - Bloomington Normal IL -Feb 11-13		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	411.24	01-01-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	332.55	01-02-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	740.24	01-03-5305 TELEPHONE	ACT# 1211798		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
Peerless Network Inc-Accounts Rec*	91284	02/15/26	164.50	01-04-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	20.56	01-05-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	71.97	01-10-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	267.30	01-11-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	71.97	01-12-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	484.66	02-17-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc-Accounts Rec*	91284	02/15/26	102.81	02-18-5305 TELEPHONE	ACT# 1211798		
Priority Care Solutions LLC	02092026 250825W012 TL 726	02/09/26	450.58	01-03-5517 WORKER'S COMP INSURANCE	DOCTOR-01/14/26-CLAIM#250825W012 - TL-Voucher#726		
Pro Tree Service	12518	02/17/26	750.00	01-04-5418 LANDSCAPING REPAIRS	remove tree, grind stump - 16024 Lockwood		
PURE WATER PARTNERS LLC*	2375458	02/09/26	175.00	02-18-5399 MISC EXPENSE	Contract #700-73524-1, Customer #700-73524 - 15722 Lorel		
QUALITY PRINTING & DESIGN*	2926	02/09/26	235.00	01-04-5410 STREET MAINT/SIGNS	500 No Parking Signs		
RELIABLE FIRE & SECURITY*	145687	01/30/26	28.00	01-02-5401 EQUIPMENT MAINTENANCE	rechrg #10 carbn-diox		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	88.74	01-11-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	1,185.05	01-01-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	1,185.05	01-12-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	16.09	01-11-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	302.26	01-12-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	1.34	01-05-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	14.75	01-02-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	2,074.88	01-03-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RESERVE ACCOUNT*	02182026 POSTAGE	02/18/26	131.84	02-17-5304 POSTAGE & FREIGHT	POSTAGE METER ALLOCATION		
RUSH TRUCK CENTERS*	3044960845	02/06/26	180.00	01-04-5402 VEHICLE MAINTENANCE	thermostat		
RUSH TRUCK CENTERS*	3044960846	02/06/26	162.80	01-04-5402 VEHICLE MAINTENANCE	harness, jumper wiring, horn		
RUSH TRUCK CENTERS*	3044965838	02/06/26	694.60	01-04-5402 VEHICLE MAINTENANCE	CREDIT-valve kits, cartridge kits		
RUSH TRUCK CENTERS*	3045021057	02/13/26	190.00	01-04-5402 VEHICLE MAINTENANCE	slack adjuster, brake, spline		
RUSSO POWER EQUIPMENT INC	SPI21419815	02/06/26	625.00	08-00-5413 SNOW & ICE CONTROL	1 gal liquid power melt-250		
RUSSO POWER EQUIPMENT INC	SPI21427537	02/18/26	342.99	01-02-5401 EQUIPMENT MAINTENANCE	chain loop		
Ryan LLC*	831179	02/06/26	1,450.00	39-00-5503 PROFESSIONAL SERVICES	Engagement #585101400.003 - Mobil home park Redevelopment		
Ryan LLC*	831179	02/06/26	2,320.00	39-00-5503 PROFESSIONAL SERVICES	Engagement #585101400.003 - TIF reports		
Ryan LLC*	831179	02/06/26	942.50	26-00-5503 PROFESSIONAL SERVICES	Engagement #585101400.003 - TIF 3/7 note issuance review		
Ryan LLC*	831179	02/06/26	797.50	41-00-5503 PROFESSIONAL SERVICES	Engagement #585101400.003 - LPC review		
Ryan LLC*	831179	02/06/26	362.50	38-00-5503 PROFESSIONAL SERVICES	Engagement #585101400.003 - TIF 6 area wide TIF increment analysis/note payment discussion		
Ryan LLC*	831179	02/06/26	725.00	39-00-5503 PROFESSIONAL SERVICES	Engagement #585101400.003 - ATR and JRB		
RZEPKA, STANISLAW	25-10-1320	02/18/26	1,000.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 16400 ROY SEWER REPAIR PERMIT		0226
SAM'S CLUB/Synchrony Bank	01302026 PW 10391609931	01/30/26	40.98	01-04-5399 MISC EXPENSE	cake		
SAYERS*	INV9012851	02/17/26	7,800.00	89-00-5404 COMPUTER MAINTENANCE	2026 renewal		4000
SHERWIN WILLIAMS CO	53930206510226	02/05/26	241.93	01-08-5406 BUILDING MAINTENANCE	paint, tape, clearcut glide		
SHERWIN WILLIAMS CO	53989206510226	02/05/26	45.03	01-08-5406 BUILDING MAINTENANCE	canvasdrop - 2		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
SHERWIN WILLIAMS CO	64782205930226	02/05/26	8.99	01-08-5406 BUILDING MAINTENANCE	4-sided HD 5GL grid		
SIKICH LLP*	125597	02/12/26	4,000.00	01-01-5503 PROFESSIONAL SERVICES	Contract# 24070 - final billing for the NTD agreed upon procedures for the year ended April 30, 2025		
SMITTY'S TREE SERVICE	270620	02/12/26	50.00	01-04-5326 LANDFILL	dumping chips		
SMITTY'S TREE SERVICE	270638	02/13/26	50.00	01-04-5326 LANDFILL	dumping chips		
SOLUTION 3 GRAPHICS INC	150559	02/10/26	286.00	02-17-5512 OTHER SERVICES	FOLD, STUFF, SEAL SUPPLIED FEB WATER BILLS		
SOUTHWESTERN ILLINOIS COLLEGE	26082832-012326	01/23/26	7,407.10	01-03-5312 TRAINING & TRAVEL	Police Academy Session 158		3988
SOUTHWESTERN ILLINOIS COLLEGE	26082832-012326	01/23/26	7,407.10	01-03-5312 TRAINING & TRAVEL	Police Academy Session 158		3994
STANDARD EQUIPMENT CO*	P08643	02/05/26	447.00	02-18-5401 EQUIPMENT MAINTENANCE	repair of camera		
TERRACON CONSULTANTS INC*	TQ31291	02/18/26	5,900.50	02-17-5503 PROFESSIONAL SERVICES	Testing firm contracted by the City to obtain and process samples, on behalf of the City, for homes behind the former Aquamarine Dry Cleaner's site @ 14723 Central Avenue		3969
THREE BROTHERS LANDSCAPING INC	12160 02012026	02/01/26	950.00	26-00-5663 159TH & CICERO GATEWAY	Metra Station Salting - Jan 2026		
TURNER JR., WILLIAM*	02182026 EXP TURNER	02/18/26	190.00	01-02-5312 TRAINING & TRAVEL	EXP Reimbursement - FSP BCAP Board Cert Safety Professionals Certification		
USABUEBOOK*	INV00958732	02/10/26	320.01	02-18-5319 SMALL TOOLS	2" ratchet socket wrench 12 in handle length		
VERIZON CONNECT FLEET*	500100024539	02/04/26	145.00	02-17-5305 TELEPHONE	Act# 100000205820		
VERSATILEER*	CIOF000002	02/06/26	200.00	01-08-5406 BUILDING MAINTENANCE	Bi weekly floor mat runners - cleaning		
Village of Oak Lawn Regional Water Sys*	0000019588	12/31/25	3,249.67	02-17-5524 WATER PURCHASES-DEBT SERVICE	REGIONAL WATER LOAN INTEREST PAYMENT - QTR 4 2025		
Village of Oak Lawn Regional Water Sys*	0000019601	12/31/25	22.91	02-17-5524 WATER PURCHASES-DEBT SERVICE	REGIONAL UNUSED COMMITMENT FEE - FY2025		
VITAL RECORDS CONTROL*	5968192	01/31/26	54.37	01-03-5399 MISC EXPENSE	Acct# 60115863 (CH12) - 96 Gallon Bin		
WAREHOUSE DIRECT*	6097572-0	02/18/26	337.41	01-01-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	33.74	01-02-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	168.71	01-03-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	40.49	01-04-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	13.50	01-05-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	20.25	01-11-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	20.25	01-12-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	20.25	02-17-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	6097572-0	02/18/26	20.25	02-18-5301 OFFICE SUPPLIES	paper		
WAREHOUSE DIRECT*	IN627976	02/10/26	840.00	01-01-5604 MISC EQUIPMENT	tri-fold brochure kit-folding machine		
WARREN OIL CO INC*	W1818693	02/06/26	627.68	01-11-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	1,363.35	01-02-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	6,291.66	01-03-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	1,403.85	01-04-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	203.83	01-05-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	553.44	01-09-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	1,715.66	02-17-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	819.36	02-18-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	519.68	01-00-1305 DUE FROM PARK DISTRICT	Fuel		
WARREN OIL CO INC*	W1818693	02/06/26	1,823.82	01-02-5303 GAS AND OIL	FUEL (DIESEL)		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
WARREN OIL CO INC*	W1818693	02/06/26	14.45	01-03-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1818693	02/06/26	1,309.49	01-04-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1818693	02/06/26	952.36	02-17-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1818693	02/06/26	297.61	02-18-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1818693	02/06/26	15.27	01-00-1305 DUE FROM PARK DISTRICT	FUEL (DIESEL)		
Warren's Automotive	02042026 CAR 40	02/04/26	1,638.44	01-02-5402 VEHICLE MAINTENANCE	Car 40 - maintenance repairs		
Warren's Automotive	12092025 CAR 40	12/09/25	1,278.89	01-02-5402 VEHICLE MAINTENANCE	Car 40 - maintenance repairs		
Witmer Public Safety Group Inc*	INV839558	02/16/26	172.37	01-02-5401 EQUIPMENT MAINTENANCE	NRS Standard throw bag		
WRIGHT MATERIALS LLC	13035	02/12/26	80.00	01-04-5326 LANDFILL	2 4-Wheeler concrete dump		
WRIGHT MATERIALS LLC	13055	02/17/26	40.00	01-04-5326 LANDFILL	2 4-Wheeler concrete dump		
ZEP SALES & SERVICE*	9012381210	02/06/26	490.46	01-02-5406 BUILDING MAINTENANCE	ZEP powerplex 5gl, Zeobrite 5gl		
ZOLL MEDICAL CORPORATION*	4428072	02/10/26	578.25	01-02-5317 EMS SUPPLIES	Cust# 125759 CPR Stat-Padz Electrodes		
Grand Totals:		211	684,871.69				



Vendor	Merchant Name	Invoice #	Check #	Check Dt	Amount	GL Account	Account Descrip.	Gen Description	FY
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	02042026 JEWEL	126461	M 02/04/26	27.55	01-12-5309	COMMUNITY ADVERTISING	Jewel-Osco- Water, napkins, plates - PR	0226
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	02052026 SOUTH SIDE STORY	126462	M 02/05/26	50.00	01-12-5309	COMMUNITY ADVERTISING	South Side Story-Registration-PR	0226
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	02042026 MARCOTTES -PR	126463	M 02/04/26	216.40	01-12-5309	COMMUNITY ADVERTISING	Marcotte's Bar & Grill - EAC Lunch P.R.	0226
ILLINOIS MUNICIPAL RETIREMENT FUND	ILLINOIS MUNICIPAL RETIREMENT FUND	4702379-P9D4 4711935-G8R7	126460	M 02/18/26	76,254.49	01-00-2104	IMRF W/H PAYABLES	FEBRUARY CONTRIBUTIONS	0226
Village of Oak Lawn Regional Water Sys*	Village of Oak Lawn Regional Water Sys*	01-9990010-00 Jan 26	22084	02/18/26	292,564.19	02-17-5525	WATER PURCHASES	Water purchase gallons=52,197	0226
Grand Totals:					<u>369,112.63</u>				

**CITY OF OAK FOREST
PLANNING & ZONING COMMISSION MEETING MINUTES
Wednesday, February 4, 2026**

The Planning & Zoning Commission meeting was called to order at 7:04 p.m. by Staff Member Paul Ruane.

Pledge of allegiance.

PRESENT: Chairman Ziak
Commissioner Ater
Commissioner Forbes
Commissioner Guisinger
Commissioner LaRoche
Commissioner Larson
Commissioner McGrath
Commissioner Runge
Staff Member Paul Ruane
Staff Member Hunter Heyman

ABSENT: Commissioner Bittner

1. ZC #26-04 – Cicero Avenue Rezoning – Text Amendment: PUBLIC HEARING – The applicant requests review and recommendation of approval of a text amendment to update the following provisions of the City of Oak Forest Zoning Code: Article VI Office District, Part II-F Senior Citizen Housing Regulations, Appendix A: Zoning Table of Uses, Appendix B: Table of Bulk, Space, and Setback Requirements and such other and further zoning relief that may be required to remove the Office District

Community Planner Hunter Heyman presented to the Planning and Zoning Commission about this item. The 2008 comprehensive plan for Oak Forest recommended removing the office district to simplify and streamline the city’s zoning framework. This was further supported by Ordinance 2025-07-1099, which aligned the commercial and office use tables, reflecting that the types of businesses allowed in both districts were essentially the same. The current proposed text amendment aims to simplify the zoning code by officially eliminating the office district designation and folding it into commercial districts, thereby better mirroring existing business realities and making the code easier to navigate and apply.

The amendment introduces several key modifications. For senior housing regulations, the proposal permits senior housing as a residential use above commercial spaces, removing its previous classification as a special use. Regarding building height limits, adjustments were made to accommodate existing structures along Cicero Avenue and 159th Street, where four- and five-story buildings exist; the C1 district retains lower height limits to preserve the character of local commercial areas. Minimum lot size requirements are removed, especially to enable development on smaller parcels common in Oak Forest, providing flexibility without forcing property owners to combine lots.

2. Discussion for the allowance of Hookah Lounges **PUBLIC MEETING**

Community Planner Hunter Heyman shared there has been growing interest from several individuals in Oak Forest seeking to establish tobacco hookah lounges. Currently, the city's zoning code does not specifically list hookah lounges as a permitted use, making a text amendment necessary to clarify and formalize their status. Hookah lounges are defined as establishments where customers smoke flavored tobacco through water pipes in a relaxed, lounge-style atmosphere. Such lounges exist in neighboring municipalities like Tinley Park, Homewood, Matteson, and Richton Park.

State law prohibits smoking in enclosed public spaces and places of employment but exempts tobacco stores and outdoor tents and patios that meet certain conditions, such as being open on at least one or more sides and located at least 15 feet from doors or windows. Retail tobacco stores are currently permitted in Oak Forest and are subject to a \$100 tobacco license fee. Importantly, state law mandates that any new retail tobacco or hookah lounge must be housed in a freestanding structure, meaning it cannot be physically connected to other buildings. Only those establishments operating before January 1, 2008, are exempt from this requirement.

Neighboring municipalities handle hookah lounges and tobacco-related establishments with varying regulations. Homer Glen treats smoking lounges as special uses requiring hearings. Tinley Park classifies tobacco retailers as special uses but allows lounges. Frankfort and Norwich require a tobacco license and adherence to the freestanding building rule, consistent with state law. These examples provide a regulatory framework for Oak Forest to consider while balancing public health and business interests.

The main points of discussion revolved around whether hookah lounges should require special hearings or simply be subject to an administrative licensing process with a \$100 fee, similar to tobacco stores. State law mandates ventilation and HVAC standards (such as MERV filters) to mitigate indoor smoke impacts, and these must be met regardless of local zoning decisions. Commissioners generally favored streamlining the administrative process to avoid unnecessary barriers for businesses, provided that state health and safety requirements are followed.

There was broad agreement among the commission members to permit hookah lounges similarly to tobacco stores, without imposing special use hearings. This approach simplifies the process for applicants and clarifies the city's stance on these lounges. It was also agreed that the zoning code should explicitly allow hookah lounges to avoid ambiguity, making the regulatory environment clearer for potential operators.

City staff will draft a formal text amendment to update the zoning code to explicitly permit hookah lounges under the conditions discussed. This amendment will clarify licensing, building requirements, and use permissions. The proposal is planned for presentation and consideration at the first Planning and Zoning meeting in March 2026, following the required public notice period.

Chairman Ziak asked for a motion for approval of January 7th 2026 and 21st 2026 meeting minutes. Commissioner LaRoche made a motion to approve. Commissioner McGrath seconded.

Roll call.

Oak Forest Senior Commission Minutes
January 14, 2026
Submitted by Diana Dilger

- I. Call the meeting to order at 1:09 p.m.
- II. Pledge of Allegiance .
- III. Roll Call - all present except Dee C., Kathy W., and Joe P.
- IV. Reading of the minutes by Diana D. Gene made a motion to accept the minutes seconded by Lori S. Then the entire Senior Commission voted to accept the minutes for Nov., 2025.
- V. Current Business
 - A. Congratulations to Lori S. on being sworn into our Senior Commission on Jan.. 13, 2026.
 - B. Review of the last luncheon on Dec. 4, 2025.
 1. Madrigal singers from Oak Forest High School *United States of America, which coordination under God indivisible with liberty and justice 2000* performed, entertaining us with Christmas songs. The menu was turkey, dressing, gravy, sweet potatoes, and pumpkin pie for dessert. There were 111 tickets sold. A side bar from Lori A.; she suggested we don't have plated dessert due to time and space constraints. However, we could do it if dessert arrives by 9:00pm.
 - C. January luncheon
 1. Our entertainment is the Etesian Wind Quartet. The menu is ham, roasted potato wedges, rolls, and brownies. To date 89 tickets have been sold.
 - D. Future entertainment - The new entertainment chairwoman is Phyllis W.
 1. February - Edizon Dayao, singer
 2. March - Alan Snyder, singer
 3. April - Frank Rossi, singer
 4. May - Frank Natarelli & partner
 5. June - TBA
- VI. Other
 - A. Publicity - Discussion on how we can maximize our advertising for our luncheons.
 - B. Lori S. volunteered to help improve our advertising of our luncheon, along with Gene K. Various ideas for improvement were discussed.
- VII. Audience participation - none.
- VIII. Adjournment was at 2:18 p.m. with Gene K making a motion to adjourn and Lori W seconded.

Respectfully submitted,

Diana Dilger
Secretary of Senior Commission

City of Oak Forest
Cable Commission
Meeting Minutes
Thursday February 12, 2026 - 7:00PM
City Council Chambers

The meeting began with the Pledge of Allegiance at 7:00PM

Attendance

Dolores Cozzolino, Tom Finn, Tom McMahon

Announcements

None

Cable Company Updates

COMCAST - none

ASTOUND - none

A T & T - none

Audience Participation

None

Secretary's Report

Approved January 2026 minutes

Treasurer's Report

No reports received for January through December 2025

Oak Forest Broadcast Network

Oak Forest Business Update and Senior Luncheon are now airing

Old Business

We have not received financial reports for 2025

We need new members, new secretary - still nothing

New Business

No E-mail, no Voice Mail

Executive Session

Not necessary

Meeting Adjourned - Next meeting March 12, 2026

CITY OF OAK FOREST
Civil Service Commission Meeting Minutes



15440 S. Central Avenue
Oak Forest, IL 60452
(708) 687-4050

Special Meeting Thursday, January 29, 2026 at 10 a.m.
Blue Room

1. Meeting called to order at 10:10 a.m.
2. Roll call Jeanette Beck, Diana Davidson, Joseph Donley, Michael Salamowicz, DPW
3. Approval of minutes January 15, 2026
Motion Diana Davidson
2nd Joseph Donley
4. Discussion Promotional DPW Mechanic Exam
Michael Salamowicz advised he just received approval for Civil Service to look at possible exam for position. Will have information at next meeting. Jeanette has info from different company on their exam, will compare tests at next meeting.

Weighted scoring for Promotional DPW Mechanic exam

Each phase of testing must be passed with a 70% to be able to go onto next section

Final scoring of test:

Written	50%
Practical	30%
Oral Interview	20%
Total	100%

Motion Jeanette Beck
2nd Diana Davidson

Next meeting will discuss posting of test for candidates and date for written exam.

5. Citizens Participation none

6. New Business none

7. Old Business none

8. Adjournment

Motion Jeanette Beck

2nd Joseph Donley at 10:59 a.m.



CITY OF OAK FOREST
Consumer Protection Commission
Meeting Minutes
February 11, 2026
Blue Room

15440 S. Central Avenue
Oak Forest, IL 60452
(708) 687-4050

CHAIRMAN: Howard Sommerfeld
SECRETARY: Lavergne Innocenti
Robert Miller
Anita Sommerfeld
Jacqueline Popovich
Mark Pitcher
Julie Pitcher

Old business: None.

New business: Discussed what is going on in the city. All of the commissioners found no issues when we were in the various stores and businesses this month.

Meeting ended: 7:45 p.m.

Next meeting: March 11, 2026 at 7:30 p.m.

Minutes taken by: Lavergne Innocenti, Secretary

CITY OF OAK FOREST

Veterans Commission

Meeting

Thursday, November 20, 2025, at 17:30

Blue Room – Conference Room



15440 S. Central Avenue
Oak Forest, IL 60452
(708) 687-4050

CHAIRPERSON:	Joe Pilch	
MEMBERS:	Christopher Adams	(A) John Perales
(A) = Absent	Ralph Chichester	James Hanlon
	Jim Pioth	Dennis Mitzner
	Dave Moore	Tom O’Neill
	Paul Selman	Don Snedden
	(A) Richard Wojtowicz	(A) Mayor Jim Hortsman

Honorary Member: James (Jim) Watson

Guest:

- Pledge of allegiance
- Roll Call
- Approval of Minutes
 - Approval of October Minutes by Jim Pioth 2nd by James Hanlon. All members present approved.
- Public participation
 - None
- Old business:
 - Veterans day November 11 is Council meeting night. We made a presentation on how Veterans Day came to be. Dennis Mitzner did short prayer.
 - Community Awareness fair was on October 18 at Arbor Park school from 9-noon. We had 4 members at our Veterans table handing out Veterans information and giveaways.
- New business
 - Flags were disposed of by Bob, a friend of Paul Selmen that wanted to help Veterans Commission whichever way he could. Bob also helped with sorting the flags and placing flags for Memorial Day weekend.
 - Independence Day 2026 we are planning now.

CITY OF OAK FOREST

Veterans Commission

Meeting

Thursday, November 20, 2025, at 17:30

Blue Room – Conference Room



15440 S. Central Avenue
Oak Forest, IL 60452
(708) 687-4050

- Mad Bombers need to know to keep price locked in.
 - Could Gaelic Park give vets commission members dinner coupons?
 - Starting time of first entertainer starts at 6:00 PM and the main band starts at 8:00 PM. Same entertainment or change
 - Trucking for Veterans was upset and may not return.
 - All vendors need to be emailed the correct starting time of event and set-up time.
 - All vendors need to be listed on flyers. How many food vendors should we really have?
 - Involvement of PD and FD needs to happen now.
 - Independence Day celebration date is planned for Saturday June 27, 2026. Gaelic Park has one wedding booked for that night.
 - If we are using Gaelic Park date and any changes they need to make, or we need to make to assure it a smooth operation. Before Gaelic Park is requested to host, we need to make sure, we explore all options.
 - Waiting for a reply from Moses on Gaelic Park use.
- Once around the Table
 - Skipped this part of agenda.

Adjournment at 18:30, motion by Paul Selman 2nd by Jim Pioth & James Hanlon.

Our next meeting is Thursday January 15, 2026, at **19:30** in **the Blue Room**.

Dates and times could change with the approval of the committee.

Meeting dates for 202 meetings start at 19:30.

January 16 February 20 March 21 April 17 May 15 June 19
July 17 August 21 September 18 October 16 November 20 @ 17:30
Dec 19 No meeting



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: February 18, 2026
TO: Mayor Hortsman, City Council
FROM: Kelly Oehrlein, Deputy Clerk
SUBJECT: Approval of Special Event – Clovers Bar and Grill Fleadh

Background

Pursuant to City Code 114.053 Major Special Events, "A request for a major special event permit shall be submitted to the City Council by the Special Events Coordinator for review and consideration. The City Council, taking into consideration whether the event is to be held for a lawful purpose, whether there is a reasonable basis to believe that it will tend to cause a breach of the peace or unduly interfere with the public use of public right-of-way or other public property, or whether it will unduly interfere with the peace and quiet of the residents of the city, may approve the permit, deny the permit, or approve the permit subject to such conditions or restrictions as it deems appropriate."

Therefore, please consider Clover's Bar and Grill special event permit application for its Fleadh Event which will take place Saturday, March 7, 2026 at Clover's Bar and Grill

Clover's Bar and Grill has stated liquor will be served under the current Liquor License.

Recommendation and Action Requested

Staff recommends approval of Clover's Bar and Grill special event permit application.

Special Events Permit Application

Special Events

Before completing this application, please read the city's [Special Events ordinance](#) (114.050) to determine if your event is considered a **major or minor event**. If you are still unsure which category your event falls into, contact the city's [special events coordinator](#) at 708-444-4823.

Applications for major events must be received at least **60 days in advance** and require City Council approval. Applications for minor events require **21 days notice**.

Please complete this application as thoroughly as possible.

Today's Date	2/18/2026
Event Name:	Oak Forest Fleadh
Sponsor Organization:	Clover's Bar and Grill
Event Location:	15548 S. Cicero
Approximate Number of Attendees:	150
Event Date(s):	03/07/2026
Event Hours:	8:00 A.M - 3:00 A.M
Event Description:	Oak Forest Fleadh. A 20 X 40 tent will be set up on 03/06/2026 in the late afternoon and be torn down on 03/08/2026 in the morning hours.
Is your event a car wash?	No
Contact Name:	Lisa Visvardis
Contact Phone:	708-289-4895
Contact Email:	cloversoakforest@gmail.com
Entertainment:	We will have live music throughout the day as we usually do every Saturday. Just 1 or 2 people with 1 speaker.
Outdoor Entertainment:	N/A
Entertainment Setup/Tear Down:	N/A

TENT/CANOPY PERMIT APPLICATION

BUILDING DEPARTMENT

15440 CENTRAL AVENUE, OAK FOREST IL 60452

TEL: (708) 444-4817 FAX: (708) 687-1179 WWW.OAK-FOREST.ORG

APPLICATIONS AND SUPPORTING DOCUMENTATION MAY BE EMAILED TO: MPETERS@OAK-FOREST.ORG



PERMIT #: 26-02-0066	EXPIRATION DATE: 3/9/26
-----------------------------	--------------------------------

REQUIREMENTS:

APPLICATION: Submit application packet to Building Department at least 14 days prior to tent/canopy installation.

SITE PLAN: Provide copy of detailed site plan showing location of tent on property.

FLOOR PLAN: Provide copy of detailed floor plan for seating, exits, fire extinguisher, electric/heating locations.

CERTIFICATE OF FLAME RESISTANCE: Provide Certificate of Flame-Resistance showing tent material and any other fabric/drapery is made from a flame-resistant fabric or has been treated with a flame-retardant chemical.

FLAME SPREAD RATING INFORMATION: Provide flame-spread rating information for ceiling and/or wall decoration materials.

SNOW LOAD INFORMATION: Provide snow load information and/or documentation of structural stability.

HEATER UNITS: Provide details for heater units.

MUST INCLUDE LANDLORD PERMISSION LETTER IF SPACE IS BEING LEASED.

MINIMUM PERMIT FEE IS \$100

BUSINESS INFORMATION

BUSINESS NAME: Tamir Enterprises, INC		DBA: Clover's Bar & Grill	
APPLICANT NAME: Lisa Visvardis		APPLICANT PHONE: (708) 289-4895	
BUSINESS ADDRESS: 15548 S. Cicero	UNIT #:	CITY: Oak Forest	STATE: IL
PHONE: (708) 289-4895		EMAIL ADDRESS: cloversoakforest@gmail.com	
BUSINESS ADDRESS: 15548 S. Cicero			
PHONE: (708) 289-4895			
EMAIL ADDRESS: cloversoakforest@gmail.com			

TENT/CANOPY DIMENSIONS:
20X40

REASON FOR EVENT:
Oak Forest Fleadh

ARE THE PREMISES LEASED? YES NO

DATE OF USE: FROM: 03/06/2026 TO: 03/08/2026	HOURS OF OPERATION: FROM: 1:30 pm TO: 1:30 pm
--	---

NUMBER OF TENTS: 1	NUMBER OF PARTICIPANTS: 120
------------------------------	---------------------------------------

ELECTRICAL/HEALTH INFORMATION

WILL THERE BE AN ELECTRICAL INSTALLATION (HOOK-UP/GENERATOR)? YES NO

WILL THERE BE FOOD SERVED? YES* NO

*IF YES, INCLUDE A COPY OF YOUR SANITATION LICENSE AND A PREVIOUS HEALTH INSPECTION FROM ANOTHER TOWN/EVENT.

FEE SCHEDULE

Tent/Canopy Permit Fee	\$100.00
Electrical Permit/Inspection (if required)	\$60.00
Health Permit/Inspection (if required)	\$60.00
Re-Inspection Fee	\$60.00



BUILDING PERMIT

Date Issued: 02/11/2026
Permit # 26-02-0066

Type of Construction: Tent - Fleadh

Address: 15548 CICERO AVE

Contractor:

Inspections: See Receipt or Inspection Record

Building Official: JMB Expires: 03/09/2026

CITY OF OAK FOREST

Inspections: (708) 687-4050 x 1040

****24 Hour Notice Required for All Inspections****

THIS PERMIT MUST BE DISPLAYED ON THE STREET SIDE OF BUILDING AND REMAIN UNTIL APPROVED



FLAME RETARDANT

Fabric Registration

LICENSE NUMBER: F-088001

**TENT CANOPIES AND
SIDEWALLS, #TT16OZBO**

Product Marketed by:

TENT AND TABLE.COM, LLC
3336 BAILEY AVENUE
BUFFALO, NY, 14215

Issue Date : 05/22/2025
Expiration Date : 06/30/2026

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code. The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS: GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

C Walker

Issued By Cortney Walker
Fire Engineering License Manager
Fire Engineering & Investigations Division

Patricia Setter

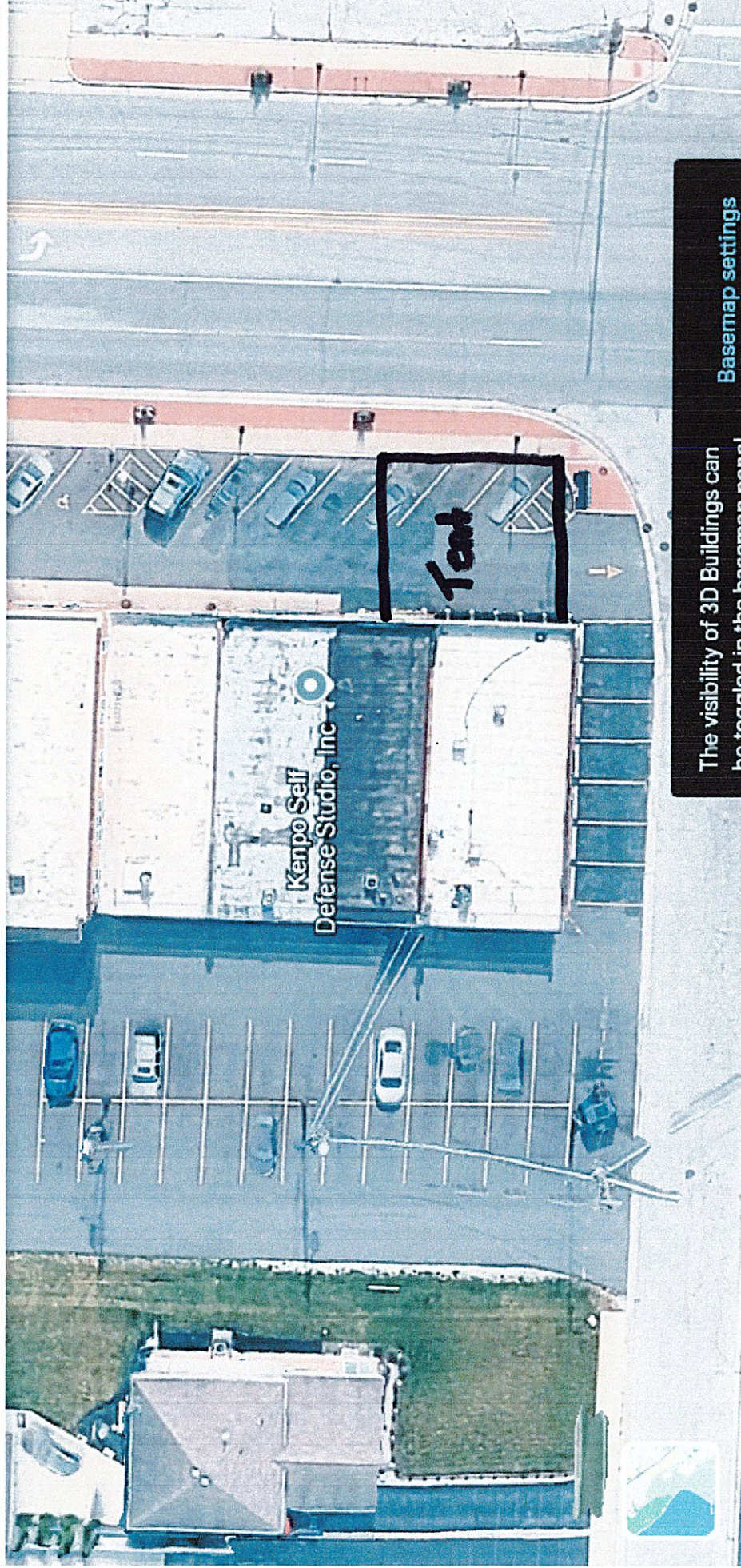
Reviewed and Approved By Patricia Setter
Program Coordinator
Fire Engineering & Investigations Division

OFFICE OF THE STATE FIRE MARSHAL

Please visit uat.fire.govmotus.org for more information on Licensing and Permitting with CAL FIRE

File Edit View Add Tools Help

15548 South Cicero Avenue, Oak



The visibility of 3D Buildings can be toggled in the basemap panel.

Basemap settings

Google 100% Data attribution 6/8/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Midwest Partners Insurance Services LLC 16805 W. Cleveland Avenue New Berlin WI 53151	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: insurance@presidiogrp.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: BR-1792609 TAMIEN-02	INSURER A: Society Insurance, a mutual company	NAIC # 15261
INSURED Tamir Enterprises 15548 Cicero Avenue Oak Forest IL 60452	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

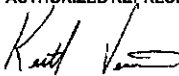
COVERAGES **CERTIFICATE NUMBER: 612638581** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BP10041867	8/11/2025	8/11/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC10041869	8/11/2025	8/11/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Liquor Liability		LL10041868	8/11/2025	8/11/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Oak Forest 15440 Central Avenue Oak Forest IL 60452 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Permission To Close Down Parking Lot in 2026

Business Name

Printed Name

Signature

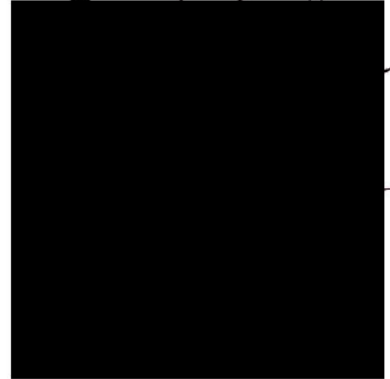
No WAY s/r

MIKE PADUA

Just witchys

PAULA Phillips

Kempo Self Defense Studio Inc Dan Bodes





ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: February 20, 2026
TO: Mayor Hortsman, City Council
FROM: Kelly Oehrlein, Deputy Clerk
SUBJECT: Approval of Special Event – Coopers Bar and Grill

Background

Pursuant to City Code 114.053 Major Special Events, “A request for a major special event permit shall be submitted to the City Council by the Special Events Coordinator for review and consideration. The City Council, taking into consideration whether the event is to be held for a lawful purpose, whether there is a reasonable basis to believe that it will tend to cause a breach of the peace or unduly interfere with the public use of public right-of-way or other public property, or whether it will unduly interfere with the peace and quiet of the residents of the city, may approve the permit, deny the permit, or approve the permit subject to such conditions or restrictions as it deems appropriate.”

Therefore, please consider Coopers Bar and Grill’s special event permit application for its Fleadh Event which will take place Saturday, March 7, 2026 at Coopers Bar and Grill.

Recommendation and Action Requested

Staff recommends approval of Coopers Bar and Grill’s special event permit application.

Special Events Permit Application

Special Events

Before completing this application, please read the city's [Special Events ordinance](#) (114.050) to determine if your event is considered a **major or minor event**. If you are still unsure which category your event falls into, contact the city's [special events coordinator](#) at 708-444-4823.

Applications for major events must be received at least **60 days in advance** and require City Council approval. Applications for minor events require **21 days notice**.

Please complete this application as thoroughly as possible.

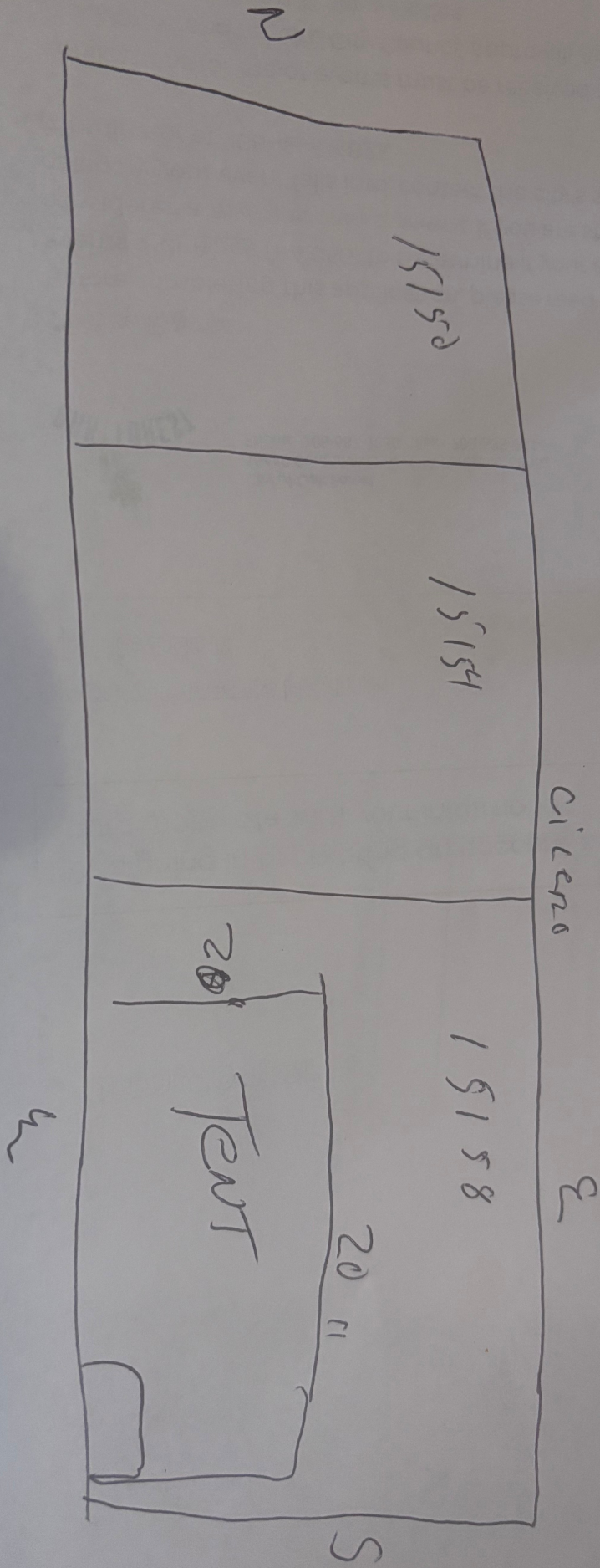
Today's Date	<i>Field not completed.</i>
Event Name:	Fleadh
Sponsor Organization:	Coopers Bar and Grill
Event Location:	15158 S Cicero Ave Oak Forest IL 60452
Approximate Number of Attendees:	50
Event Date(s):	3/7/2026
Event Hours:	8 am to 3 am
Event Description:	Oak Forest Fleadh
Is your event a car wash?	No
Contact Name:	Diane Keeler
Contact Phone:	708-415-2590
Contact Email:	dedgrah@yahoo.com
Entertainment:	none
Outdoor Entertainment:	none
Entertainment Setup/Tear Down:	none

Carnival:	none
Liquor will be provided by:	Vendor
Liquor License Vendor:	coopers bar and grill 15158 s cicero ave oak forest il 60452
Food Vendors:	none
Merchandise Vendors:	none
Tents:	cabrera rental 708-691-3436 20x20 tent
Garbage Removal Plan:	in house
Portable Restrooms:	2 port a johns 708-535-7400 absolute dream

Water

To request access to a fire hydrant, contact Public Works at 708-535-4090. A hydrant meter requires a deposit of \$830 payable at City Hall.

Street & Parking Lot Closures:	none
Traffic Control	Cones
Resident Notification:	none
Event Promotion:	city sponsored promotion
Safety, Security and City Assistance:	<i>Field not completed.</i>
Safety, Security and City Assistance:	none
Upload	IMG_7687 (3).jpeg
Upload	<i>Field not completed.</i>
Upload	<i>Field not completed.</i>
Upload	<i>Field not completed.</i>
Upload	<i>Field not completed.</i>
Upload	<i>Field not completed.</i>





ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: February 20, 2026
TO: Mayor Hortsman, City Council
FROM: Kelly Oehrlein, Deputy Clerk
SUBJECT: Approval of Special Event Permit – Flannery’s in the Forest Fleadh

Background

Pursuant to City Code 114.053 Major Special Events, “A request for a major special event permit shall be submitted to the City Council by the Special Events Coordinator for review and consideration. The City Council, taking into consideration whether the event is to be held for a lawful purpose, whether there is a reasonable basis to believe that it will tend to cause a breach of the peace or unduly interfere with the public use of public right-of-way or other public property, or whether it will unduly interfere with the peace and quiet of the residents of the city, may approve the permit, deny the permit, or approve the permit subject to such conditions or restrictions as it deems appropriate.”

Therefore, please consider Flannery in the Forest’s special event permit application for its Fleadh Event which will take place Saturday, March 7, 2026 at Flannery’s in the Forest.

Flannery in the Forest has applied for a temporary liquor license for the event.

Recommendation and Action Requested

Staff recommends approval of Flannery in the Forest’s special event permit application, as well as authorizing staff to issue a temporary “Class H” liquor license for this one-day event.

Special Events Permit Application

Special Events

Before completing this application, please read the city's [Special Events ordinance](#) (114.050) to determine if your event is considered a **major or minor event**. If you are still unsure which category your event falls into, contact the city's [special events coordinator](#) at 708-444-4823.

Applications for major events must be received at least **60 days in advance** and require City Council approval. Applications for minor events require **21 days notice**.

Please complete this application as thoroughly as possible.

Today's Date	2/12/2026
Event Name:	Fleadh party
Sponsor Organization:	Flannery's In The Forest
Event Location:	15427 Cicero Ave
Approximate Number of Attendees:	100
Event Date(s):	3/7/26
Event Hours:	7am - 2am
Event Description:	The tent will be put up Friday 3/6 .Take down Sunday 3/8. There will be beer served in the tent along with Dj music
Is your event a car wash?	No
Contact Name:	Robin Flannery
Contact Phone:	708 745 2880
Contact Email:	flanneryrobin@ymail.com
Entertainment:	<i>Field not completed.</i>
Outdoor Entertainment:	DJ'S In the tent 11am - 11pm
Entertainment Setup/Tear Down:	11am set up 11pm take down. (maybe earlier)

7/20/26

Today's Date

mm/dd/yyyy

Event Name:*

Fleadh

Sponsor Organization:*

Event Location:*

15427 Cicero Ave

Approximate Number of Attendees:*

55

Event Date(s):*

2/7/26

Event Hours:*

7am - 10pm

Event Description:*

Outdoor Tent for Celebration

Please include set-up and tear-down dates and times.

Is your event a car wash?

- Yes
- No

If yes, upload a certificate of insurance at the bottom of this form. The COI must name the City of Oak Forest as certificate holder and as an additional insured.

Contact Name:*

Robin Flannery

Contact Phone:*

708 745 2880

Contact Email:*

flanneryrobineymail.com

Entertainment:

DS's

Please list performers/vendors and if there will be amplification equipment.

Outdoor Entertainment:

DS's

If event will include outdoor entertainment, please include start and end times.

Entertainment Setup/Tear Down:

11am - 10pm

Please list dates and times when entertainment vendors will be setting up and tearing down equipment.

Portable Restrooms:

708 745-0148

1 Porta Potty Aim Chicago Tent Rental

Please indicate number you plan to rent and list vendor name and phone number.

Water

To request access to a fire hydrant, contact Public Works at 708-535-4090. A hydrant meter requires a deposit of \$830 payable at City Hall.

Street & Parking Lot Closures:

Partia Parking Lot Closures

Please list requested street and/or parking lot closures. Also, provide a site plan/route map that shows requested street and/or parking lot closures. **Emergency vehicles must have a clear line of entry and exit at all times.**

Traffic Control

Check all that apply

- Fencing
- Traffic Signal Assistance
- Barricades
- Cones
- Pavement Markings
- Specialized Equipment
- Parking Signage

Resident Notification:

Social Media, Flyers

If residents will be affected by the event, describe how they will be notified (door hangers, letters, signage, etc.). Street parking, increased traffic through neighborhood, loud noise, etc. are ways residents could be impacted by your event.

Event Promotion:

Social Media, Flyers

Please describe how you will promote the event. **Will signs or banners be used?** If so, please refer to our Temporary Sign Permit Application.

Safety, Security and City Assistance:

- Staff Security
- Outside Security Firm
- Police Department
- Fire Department
- Emergency Management (traffic control)
- Public Works

Safety, Security and City Assistance:

3 Security Guards Carding at the door

If using staff security or security firm, list number of personnel and where (inside, outside) they will be stationed. Also, list the security firm's name and phone number. Please describe what, if any, assistance you need from city departments.

Upload

No file chosen

Upload

No file chosen

Upload

No file chosen

Upload

No file chosen

Upload

No file chosen


Upload

No file chosen

protected by reCAPTCHA
reCAPTCHA is changing its terms of service. Take action
Privacy Terms

Receive an email copy of this form.

Email address

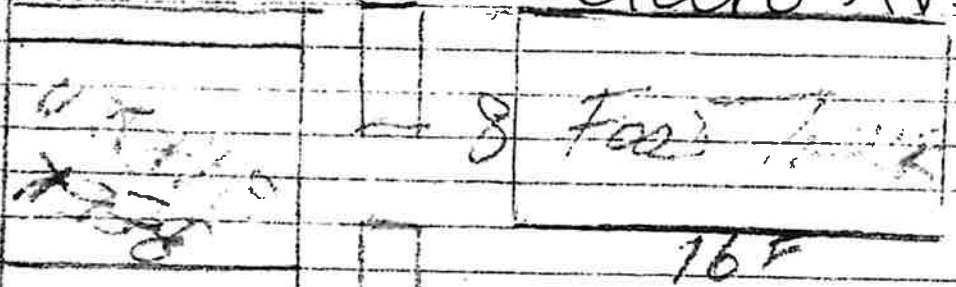
 Government Websites by CivicPlus®

This field is not part of the form submission.

Submit

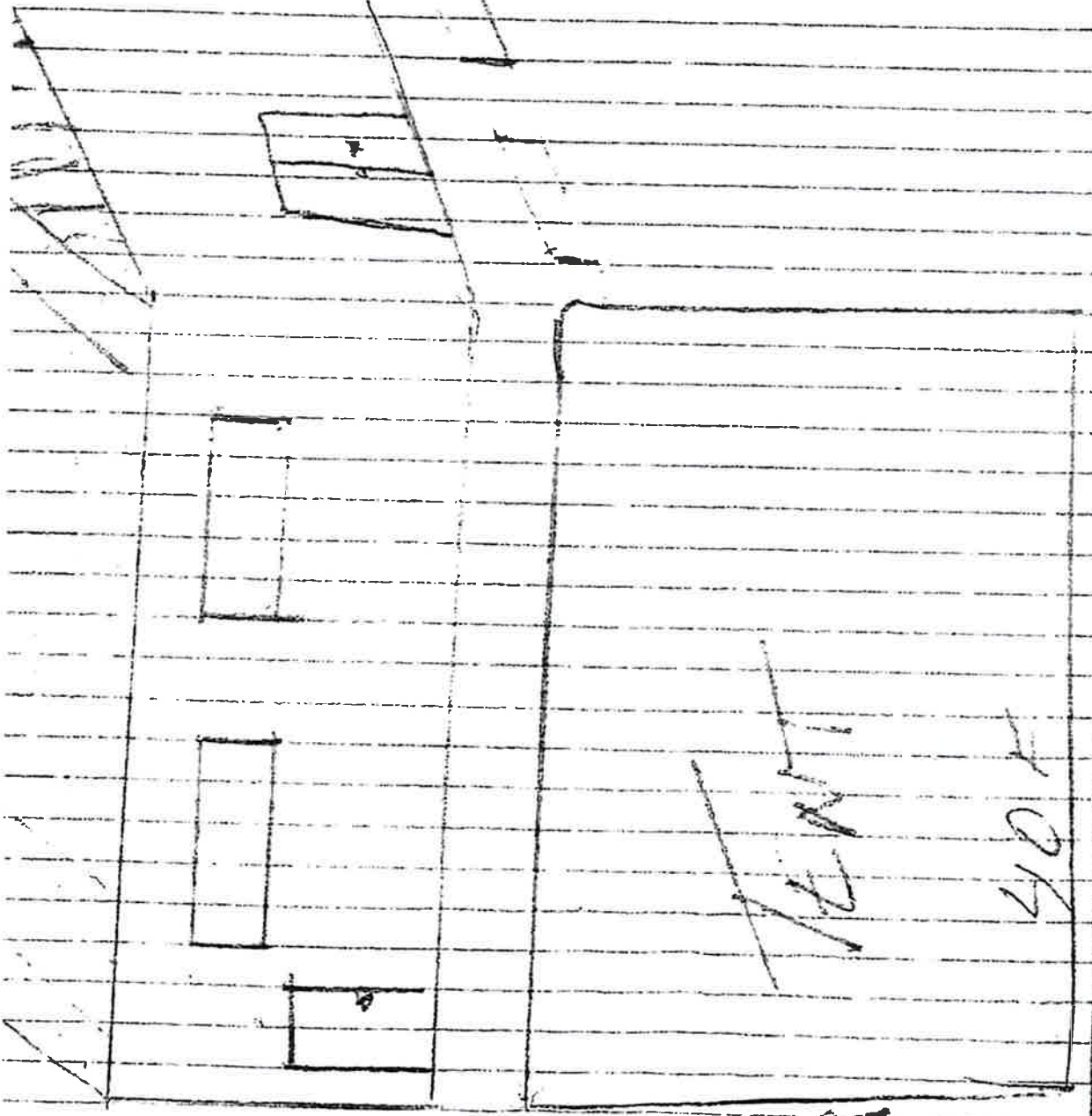
* indicates a required field

LICERO AVE.



8 Feet

16 F



16 FT

40 F

20 F



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: February 19, 2026
TO: Mayor Hortsman, City Council
FROM: Kelly Oehrlein, Deputy Clerk
SUBJECT: Approval of Special Event – Marcotte’s Bar and Grill Fleadh

Background

Pursuant to City Code 114.053 Major Special Events, “A request for a major special event permit shall be submitted to the City Council by the Special Events Coordinator for review and consideration. The City Council, taking into consideration whether the event is to be held for a lawful purpose, whether there is a reasonable basis to believe that it will tend to cause a breach of the peace or unduly interfere with the public use of public right-of-way or other public property, or whether it will unduly interfere with the peace and quiet of the residents of the city, may approve the permit, deny the permit, or approve the permit subject to such conditions or restrictions as it deems appropriate.”

Therefore, please consider Marcotte’s Bar and Grill special event permit application for its Fleadh Event which will take place Saturday, March 7, 2026 at Marcotte’s Bar and Grill.

Recommendation and Action Requested

Staff recommends approval of Marcotte’s Bar and Grill special event permit application.

Special Events Permit Application

Special Events

Before completing this application, please read the city's [Special Events ordinance](#) (114.050) to determine if your event is considered a **major or minor event**. If you are still unsure which category your event falls into, contact the city's [special events coordinator](#) at 708-444-4823.

Applications for major events must be received at least **60 days in advance** and require City Council approval. Applications for minor events require **21 days notice**.

Please complete this application as thoroughly as possible.

Today's Date	2/9/2026
Event Name:	Fleadh
Sponsor Organization:	Marcotte's Bar and Grill
Event Location:	15501 s cicero ave
Approximate Number of Attendees:	100
Event Date(s):	3/7/2026
Event Hours:	8am-12am
Event Description:	Oak Foresr Fleadh
Is your event a car wash?	No
Contact Name:	Lisa Olszewski
Contact Phone:	3123158892
Contact Email:	lisa.marcotte@yahoo.com
Entertainment:	<i>Field not completed.</i>
Outdoor Entertainment:	<i>Field not completed.</i>
Entertainment Setup/Tear Down:	<i>Field not completed.</i>

Carnival: *Field not completed.*

Liquor will be provided by: *Field not completed.*

Liquor License Vendor: *Field not completed.*

Food Vendors: *Field not completed.*

Merchandise Vendors: *Field not completed.*

Tents: 1 tent 20x30

Garbage Removal Plan: *Field not completed.*

Portable Restrooms: *Field not completed.*

Water

To request access to a fire hydrant, contact Public Works at 708-535-4090. A hydrant meter requires a deposit of \$830 payable at City Hall.

Street & Parking Lot Closures: *Field not completed.*

Traffic Control *Field not completed.*

Resident Notification: *Field not completed.*

Event Promotion: *Field not completed.*

Safety, Security and City Assistance: *Field not completed.*

Safety, Security and City Assistance: *Field not completed.*

Upload *Field not completed.*

Upload *Field not completed.*

Upload *Field not completed.*

Upload *Field not completed.*

Upload *Field not completed.*

Upload *Field not completed.*

TENT / CANOPY PERMIT APPLICATION

BUILDING DEPARTMENT

15440 CENTRAL AVENUE, OAK FOREST IL 60452

TEL: (708) 444-4817 FAX: (708) 687-1179 WWW.OAK-FOREST.ORG

APPLICATIONS AND SUPPORTING DOCUMENTATION MAY BE EMAILED TO: MPETERS@OAK-FOREST.ORG



PERMIT #:	EXPIRATION DATE:
-----------	------------------

REQUIREMENTS:

APPLICATION: Submit application packet to Building Department at least 14 days prior to tent/canopy installation.

SITE PLAN: Provide copy of detailed site plan showing location of tent on property.

FLOOR PLAN: Provide copy of detailed floor plan for seating, exits, fire extinguisher, electric/heating locations.

CERTIFICATE OF FLAME RESISTANCE: Provide Certificate of Flame-Resistance showing tent material and any other fabric/drapery is made from a flame-resistant fabric or has been treated with a flame-retardant chemical.

FLAME SPREAD RATING INFORMATION: Provide flame-spread rating information for ceiling and/or wall decoration materials.

SNOW LOAD INFORMATION: Provide snow load information and/or documentation of structural stability.

HEATER UNITS: Provide details for heater units.

MUST INCLUDE LANDLORD PERMISSION LETTER IF SPACE IS BEING LEASED.

MINIMUM PERMIT FEE IS \$100

BUSINESS INFORMATION

BUSINESS NAME: Marcotte's Bar & Grill		DBA:	
APPLICANT NAME: Lisa Olszewski		APPLICANT PHONE:	
BUSINESS ADDRESS: 15501 S Cicero Ave	UNIT #:	CITY: Oak Forest	STATE: IL
PHONE: (708) 535-8960	FAX:	EMAIL ADDRESS: Marcottesgrill@yahoo.com	
TENT/CANOPY DIMENSIONS: 20x30			
REASON FOR EVENT: Fleadh			
ARE THE PREMISES LEASED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DATE OF USE: FROM: 03/05/2026 TO: 03/09/2026		HOURS OF OPERATION: FROM: 8:00 am TO: 12:00 am	
NUMBER OF TENTS: 1		NUMBER OF PARTICIPANTS: 50	

ELECTRICAL/HEALTH INFORMATION

WILL THERE BE AN ELECTRICAL INSTALLATION (HOOK-UP/GENERATOR)? YES NO

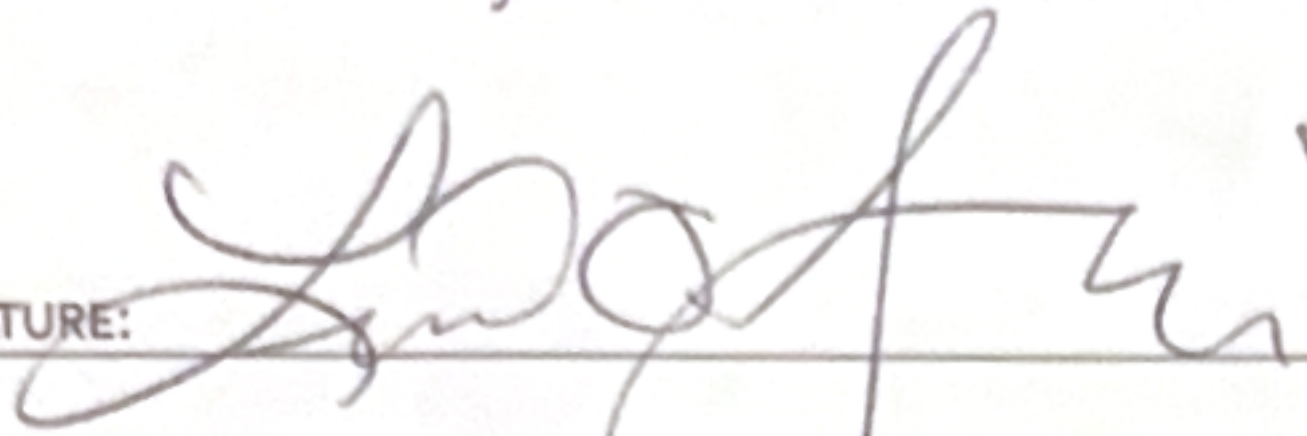
WILL THERE BE FOOD SERVED? YES* NO

*IF YES, INCLUDE A COPY OF YOUR SANITATION LICENSE AND A PREVIOUS HEALTH INSPECTION FROM ANOTHER TOWN/EVENT.

FEE SCHEDULE

Tent/Canopy Permit Fee	\$100.00
Electrical Permit/Inspection (if required)	\$60.00
Health Permit/Inspection (if required)	\$60.00
Re-Inspection Fee	\$60.00

I hereby certify that I am the owner or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked. I also understand that all tents/canopies be in compliance with the City of Oak Forest Codes and Ordinances and the statutes of the State of Illinois.

APPLICANT SIGNATURE:  TITLE: President
 PRINT NAME: Lisa Olszewski DATE: 02/02/2026

REVIEWED AND APPROVED BY

BUILDING OFFICIAL: _____ DATE: _____

CONDITIONS: _____

REQUIRED FEES – OFFICE USE ONLY	
BUILDING PERMIT FEE:	_____
INSPECTION FEE:	_____
TOTAL FEES:	<u>\$ 0.00</u>
PERMIT PAYMENT: CHECK # _____ <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD	
AMOUNT PAID: _____ DATE PAID: _____	
REQUIRED INSPECTIONS:	

<p align="center"> CALL 708-444-4817 TO SCHEDULE INSPECTIONS. 24 HOUR NOTICE REQUIRED FOR ALL INSPECTIONS. \$60.00 FOR FAILED INSPECTIONS. </p>	

Eureka! Party Tents

Binghamton, NY



Flame Retardant Process Will Not Be
Removed From Washing

Made In
USA

Fabric Meets Requirements Of:

NFPA-701 (Large Scale) MIL-C-43006 FMVSS-302

CAN/ULC-S109-MB7 CPAI-84

Tent Size & Model 20 X 30 PC Kg/w

9-356 Serial No. U08072

Date Manufactured 5/8/02

569642



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Tents, Tables, Chairs, Bounce Houses

SIDEWALL SIZE: 8 X 20' / 22' S

MANUFACTURE DATE:

01	02	03	04	05	06
07	08	09	10	11	12

 -19

Fabric Meets Requirements Of NFPA-701 (Large Scale) CPAI-84

THE FLAME RETARDANT PROCESS WILL NOT BE REMOVED BY WASHING

TENTANDTABLE IS NOT RESPONSIBLE FOR ACCIDENTS, INJURY OR PROPERTY DAMAGE DUE TO IMPROPER INSTALLATION OF THIS PRODUCT.

TENTANDTABLE DISCLAIMS AND EXCLUDES ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: February 24, 2026
To: Mayor Hortsman, City Council
From: Michael Salamowicz, Director of Public Works
Subject: Storm Sewer Repair at the Southeast Corner of Corey Lane and Terrace Drive

Background

In May of 2025, the City became aware of a sink hole located at the southeast corner of Terrace Drive & Corey Lane. Upon investigation, it was determined that one or more cables had been bored through the City's storm sewer at that location.

Further investigations along with multiple communications with ComEd determined that the cables were in fact owned and installed by ComEd. Upon confirmation by ComEd that it was their cables, we were informed by our ComEd representative to go ahead and have the storm sewer repaired. We were also informed that once the repairs were completed, we were to submit the invoice to ComEd along with their claim form.

The repairs were completed by Airy's Inc. on November 13, 2025, as an emergency repair, as there is a school bus stop located at the same corner as the sink hole. The City had also received communications from residents concerned about the sink hole in relation to the bus stop.

It should be noted that Public Works had arranged with ComEd for them to be onsite during the repairs, so that they could move their cables out of the way, while the contractor made the repairs to our storm sewer. Unfortunately, the ComEd crew did not show up. However, the Airy's Inc. was able to make the repairs on their own.

Upon receipt of the invoice from Airy's Inc., in the amount of \$10,426.79, the invoice along with the claim form, was forwarded to ComEd on December 4, 2025. Not long afterwards after, the City received notification from ComEd that, based on their records, since the cables were installed more than 10-years prior, they were not responsible for the repairs, and therefore would not be reimbursing the City for the repairs completed by Airy's, Inc. The City is working with our ComEd representative and our attorney to follow up on this issue.

Recommendation and Action Requested

As the contractor, Airy's Inc. has completed the work to repair the storm sewer, staff recommends payment of the invoice from Airy's, Inc. in the amount of \$10,426.79.

Airy's Inc.
 21825 Cherry Hill Road
 Joliet, IL 60433
 (708) 429-0660

INVOICE

INVOICE NO
 51899

INVOICE DATE
 11/18/2025

BILLED TO Oak Forest, City of
 15440 Central Ave
 Oak Forest, IL 60452

SHIP TO Storm Sewer Repair
 49 Terrace Dr
 & Corey Ln
 Oak Forest, IL 60452

ACCOUNT NO	PO NUMBER	MAPCALL	DATE SHIPPED	TERMS	DUE DATE	PAGE
6874050		Michael Salamowicz		Net 30	12/18/2025	1

Please remit payment via Check or ACH:

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing: 071926634

Account Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
 Account: 2946918

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
LABOR	8	11/13/2025: Billy J Huling Class:CL1	173.09	1,384.72
LABOR	0.5	11/13/2025: Billy J Huling Class:CL1	221.12	110.56
LABOR	8	11/13/2025: Bernard P Klimas, Jr. Class:LBMB	143.05	1,144.40
LABOR	8	11/13/2025: Kyle B Short Class:LVA	141.44	1,131.52
LABOR	1	11/13/2025: Kyle B Short Class:LVA	184.43	184.43
LABOR	7	11/13/2025: Noe Silva Class:LTM	136.59	956.13
	8	11/13/2025: 2021 Ford F550 Service Truck	57.57	460.56
	8.5	11/13/2025: Volvo ECR88D	113.14	961.69
	8.5	11/13/2025: Kenworth T370 6Wheeler	100.74	856.29
	8.5	11/13/2025: Talbert AC20 Tag Trailer	16.67	141.70
	9	11/13/2025: Vactor 2100	202.72	1,824.48
	1	11/13/2025: 25-8262-15 LRG CONCXCI/PVC Invoice #Y093914	1,173.00	1,173.00
	1	Materials provided by Airy's: 2'-15" SDR26	97.31	97.31

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229

Airy's Inc.
21825 Cherry Hill Road
Joliet, IL 60433
(708) 429-0660

INVOICE

INVOICE NO
51899

INVOICE DATE
11/18/2025

BILLED TO Oak Forest, City of
15440 Central Ave
Oak Forest, IL 60452

SHIP TO Storm Sewer Repair
49 Terrace Dr
& Corey Ln
Oak Forest, IL 60452

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Please remit payment via Check or ACH:

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Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
Routing: 071926634

Account Name: Airy's, Inc.
Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433
Account: 2946918

TOTAL AMOUNT 10,426.79

Please call us at 708/429-0660 or email at accountsreceivable@airys.com with any questions about this invoice.
FEIN 36-2898229

25-8262

Commonwealth Edison Company
Claims Department
P.O. Box 5520
Villa Park, IL 60181-4906

1-800-Edison-1
1-800-334-7661

1-800-95-LUCES
(1-800-955-8237)
(se habla español)

Please Print Legibly

(Use an additional sheet of paper if more space is needed.)

Name		Name of Contact Person (Units of Local Government Only)		
Daytime Phone Number	Home Phone Number	Email		
Address		City	State	Zip
ComEd Account Number		Social Security Number (Optional)		
Date Damage Occurred		Time		
		a.m.		p.m.
Address (Location of Damage)		City	State	Zip

What Happened?

THIS FORM IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE ANY ADMISSION OF LIABILITY ON THE PART OF COMMONWEALTH EDISON COMPANY.

Return completed claim form and documentation to:

Commonwealth Edison
Company Claims Department
P.O. Box 5520
Villa Park, IL 60181-4906

List of Damages

(Use an additional sheet of paper if more space is needed.)

Attach supporting documentation. If your claim is for repair to a vehicle, your documentation should include copies of estimates from two repair shops on their printed invoice or estimating form; we reserve the right to request an independent estimate. If your claim is for food spoilage, your documentation should include an itemized list of spoiled items shown with the price of each and the total for all items, and copies of receipts or canceled checks, if any. If your claim is for equipment or property repair, your documentation should include copies of bills paid to have the property repaired, or in the event that you choose not to have the property repaired, a copy of a written estimate of the cost that would have been incurred if the property had been repaired. If an item is not repairable, you should state that information and your documentation should include proof that a total loss of the property resulted. If your claim is for damage from a power interruption, power surge, or other fluctuation, your documentation should include proof that the damage resulted from such power interruption, power surge, or other fluctuation.

Item	Make/Model	Age	Date Purchased	Purchase Price	Repair or Replacement Cost	Serial No.

Dollar Amount of Damage Claim: \$

The above information is true and correct to the best of my knowledge.

Signature

Date

Title (Units of Local Government Only)

FOR OFFICE USE ONLY

File Number

Claim Number

Adjuster

Region

Dear ComEd Customer:

Please complete and return this form so we can investigate your claim*. THIS FORM IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE ANY ADMISSION OF LIABILITY ON THE PART OF COMMONWEALTH EDISON COMPANY. Be as accurate and complete as possible, and attach any documentation that you have to support your claim and the damage amount. If you need additional space, use a separate piece of paper. We will conduct an impartial investigation and render a decision as quickly as possible. Please note that our investigation may include field inspections to verify damages claimed and to obtain such other proof as required by the circumstances of the case. We may need to examine damaged items while conducting our investigation, so please do not dispose of them (except spoiled food) until we have authorized you to do so. We will notify you when we reach a decision on your claim. If you choose not to accept our proposed resolution of your claim, you may pursue a complaint with the Illinois Commerce Commission.

Damages resulting from storms, wind, ice, accidents beyond our control, vandalism, tree or wildlife contact, equipment failure, scheduled outages or normal operating procedures will not be reimbursed except possibly under Section 16-125(e) and (f), as discussed below.

Section 16-125(e) and (f). Section 16-125(e) and (f) of the Illinois Public Utilities Act (220 ILCS 5/16-125(e) & (f)) provide for the payment of actual damages and replacement value to customers for certain power interruptions and fluctuations. A customer may have a claim for actual damages and a unit of local government may have a claim for reimbursement for emergency and contingency expenses under Section 16-125(e) in the event that more than 30,000 customers are subjected to a continuous power interruption of four hours or more that results in the transmission of power at less than 50% of the standard voltage, or that results in the total loss of power transmission. A customer may have a claim for replacement value of goods damaged under Section 16-125(f) in the event of a power surge or other fluctuation that causes damage and affects more than 30,000 customers. The Illinois Commerce Commission may grant a waiver of the obligation to pay actual damages and reimbursement for emergency and contingency expenses for a power interruption described in Section 16-125(e) in instances in which ComEd can show that the interruption was the result of one or more of the following causes: (1) unpreventable damage due to weather events or conditions; (2) customer tampering; (3) unpreventable damage due to civil or international unrest or animals; (4) damage to ComEd equipment or other actions by a party other than ComEd, its employees, agents, or contractors. In addition, ComEd is not liable for claims for replacement value of goods damaged as a result of a power surge or other fluctuation under Section 16-125(f) when ComEd shows that the power surge or other fluctuation was due to one or more of the four above-described causes.

Vehicle Damage. If your claim is for repair to a vehicle, your supporting documentation should include copies of estimates from two repair shops on their printed invoice or estimating form; we reserve the right to request an independent estimate.

Food Spoilage. If your claim is for food spoilage, your supporting documentation should include an itemized list of spoiled items shown with the price of each and the total for all items, and copies of receipts or canceled checks, if any.

Equipment or Property Damage. If your claim is for equipment or property repair, your supporting documentation should include copies of bills paid to have the property repaired, or in the event that you choose not to have the property repaired, a copy of a written estimate of the cost that would have been incurred if the property had been repaired. If an item is not repairable, you should state that information and your supporting documentation should include proof that a total loss of the property resulted.

***Units of Local Government Only:** To make a claim for reimbursement for emergency and contingency expenses under Section 16-125(e) of the Illinois Public Utilities Act (220 ILCS 5/16-125(e)), a unit of local government should contact its local ComEd External Affairs Manager to obtain a claim form.

Return completed claim form and documentation to:

Commonwealth Edison
Company Claims Department
P.O. Box 5520
Villa Park, IL 60181-4906





ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: January 24, 2026
To: Mayor Jim Hortsman, City Council
From: Scott A. Durano, Chief of Police
Subject: An Ordinance 2026-02-1139O - Amending Chapter 32 (Emergency Telephone System Board)

Background

The City of Oak Forest must amend Chapter 32 of the City Code governing the Emergency Telephone Systems Board (ETSB) in order to comply with recent amendments to the Illinois Emergency Telephone System Act (ETSA). These statutory changes require updates to the composition and authority of the ETSB, financial oversight and reporting practices, record-keeping requirements and the adoption of formal bylaws.

Recommendation and Action Requested

Staff recommends consolidating and amending the three existing ETSB-related ordinances into a single, updated ordinance as an initial step toward achieving compliance with the Illinois Emergency Telephone System Act and approve the proposed ordinance consolidating and amending the existing ETSB ordinances to provide clarity, consistency and compliance with current state law.

**CITY OF OAK FOREST, ILLINOIS
ORDINANCE 2026-02-11390**

AN ORDINANCE AMENDING CHAPTER 32
(EMERGENCY TELEPHONE SYSTEM BOARD)
OF THE CODE OF ORDINANCES OF THE CITY OF OAK FOREST, ILLINOIS

WHEREAS, the City of Oak Forest (the "City") has established an Emergency Telephone System Board ("ETSB") by ordinance adopted on January 10, 2017; and,

WHEREAS, the City desires to amend its ordinances to align the ETSB's composition, powers and duties with ETSA and to approve and recognize by-laws for the ETSB; and,

WHEREAS, the Mayor and City Council find that these amendments promote the public health, safety and welfare by supporting the continued operation and oversight of emergency communications services within the City.

NOW THEREFORE, BE IT ORDAINED in compliance with applicable law and in reliance upon and in exercise of its Home Rule authority, by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, as follows:

Section 1. Title III, § 32.192 of the Village Code is hereby amended to read in full as follows:

§ 32.192 COMPOSITION; APPOINTMENTS; QUALIFICATIONS.

(A) The Emergency Telephone System Board shall consist of not fewer than five (5) members, appointed by the corporate authorities of the City in the manner set forth in this Chapter and consistent with ETSA.

(B) The ETSB shall include:

(1) At least three (3) representatives of 9-1-1 public safety agencies within the emergency telephone system area (which may include, without limitation, police, fire, emergency medical services, and emergency management agencies); and

(2) One (1) member of the public who is a resident of the territory served by the local exchange access lines of the emergency telephone system.

(C) Optional seats. The corporate authorities may appoint additional members (beyond the statutory minimum) to reflect operational needs of the system, provided the minimum requirements of subsection (B) are maintained.

(D) Designees. Any member appointed by virtue of holding a City office or position may designate, in writing, a qualified designee to serve in the member's place, subject to the appointment process established by the corporate authorities.

(E) Prohibited conflicts. No ETSB member shall participate in votes where the member has a prohibited conflict of interest under applicable law.

Section 2. That a new § 32.193 entitled “Terms; Staggering; Vacancies; Removal” shall be added to the Code to read in full as follows:

§ 32.193 TERMS OF OFFICE; STAGGERING; VACANCIES; REMOVAL.

(A) Terms. ETSB members shall serve two-year terms, except those members appointed by virtue of holding a City office or position may serve coterminous with that office or position, as specified in the appointing action. The term of the public member shall expire on even numbered years on April 30.

(B) Staggering. To ensure continuity of operations and governance, the corporate authorities shall assign staggered terms to ETSB members other than those members appointed by virtue of holding a City office or position. Members who serve because they hold a City position shall serve while holding that position. All other members shall be appointed to staggered terms. The term of the public member referenced in Section 32.192(B)(2) shall expire on April 30 in even numbered years. The term of each additional public member referenced in Section 32.192(C) shall first have an expiration date of April 30 in odd numbered years then shall rotate between even and odd numbered years.

(C) Holdover. Members shall continue to serve until their successors are appointed and qualified, unless earlier removed or resigned.

(D) Vacancies. Vacancies shall be filled for the unexpired portion of the term in the same manner as the original appointment.

(E) Removal. Any ETSB member may be removed by the corporate authorities for misconduct, official misconduct, neglect of office, and/or other lawful grounds, consistent with ETSA and applicable law.

Section 3. That § 32.194, entitled “Powers and Duties” is amended to read in full as follows:

§ 32.194 POWERS AND DUTIES.

The ETSB shall have the powers and duties defined by ordinance and by ETSA, including without limitation:

(A) Planning a 9-1-1 system and/or NG9-1-1 system;

(B) Coordinating and supervising implementation, upgrading, maintenance, and operation of the system, including establishment of equipment specifications and coding systems;

(C) Receiving funds from authorized sources for deposit into the Emergency Telephone System Fund;

(D) Authorizing disbursements from the Fund in the manner provided in this Chapter and ETSA;

(E) Hiring temporary staff necessary for implementation, upgrade, or operation of the system;

(F) Designating a 9-1-1 System Manager and setting forth the manager's duties and responsibilities in writing;

(G) NG9-1-1 GIS database responsibilities, including completion and maintenance of the GIS database consistent with applicable statutory and recognized industry standards; and,

(H) Compliance and reporting, including preparation and submission (as applicable) of annual reports, audited financial statements, and other required submissions to State agencies for systems receiving 9-1-1 surcharge distributions.

Section 4. That § 32.195 entitled, "Emergency Telephone System Fund" is amended to read in full as follows:

§ 32.195 EMERGENCY TELEPHONE SYSTEM FUND.

(A) The Emergency Telephone System Fund (the "Fund") shall be maintained as a separate interest-bearing account. The City Treasurer shall be the custodian of the Fund.

(B) All interest accruing on the Fund shall remain in the Fund.

(C) No expenditures may be made from the Fund except upon direction of the ETSB by resolution passed by a majority of all members of the ETSB and in accordance with ETSA and this Chapter.

(D) Statutory references in this Chapter are intended to refer to 50 ILCS 750/1 et seq., as amended.

Section 5. Approval and Recognition of ETSB By-Laws. A new section 32.196 is added to the Code to read in full as follows:

§ 32.196 BY-LAWS.

(A) The "By-Laws of the Oak Forest Emergency Telephone System Board, attached hereto as Exhibit A, are hereby approved and recognized as the governing by-laws of the ETSB to the extent not inconsistent with ETSA or City ordinance.

(B) The ETSB is authorized and directed to operate in accordance with such by-laws and to adopt such resolutions and procedures as may be necessary to implement them.

Section 6. Transition and Continuity.

(A) Upon the effective date of this Ordinance, the ETSB shall continue to operate without interruption. Existing members shall serve as holdover members until reappointed or until successors are appointed and qualified under this amended Chapter.

(B) Within 90 days after the effective date of this ordinance, the corporate authorities shall complete appointments and/or reappointments necessary to conform the ETSB's membership to § 32.192 as amended.

(C) Upon being constituted under the amended ordinance, the ETSB shall adopt a resolution ratifying the By-Laws (Exhibit A) and (if desired) ratifying interim actions taken during the transition.

Section 7. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect any other portion of this Ordinance.

Section 8. Repealer.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Passed by the Corporate Authorities on February 24, 2026 on a roll call vote as follows:

Alderman	Aye	Nay	Absent	Alderman	Aye	Nay	Absent
Ken Keeler (1 st Ward)				Jim Emmett (5 th Ward)			
Joe McCarthy (2 nd Ward)				James Stuewe (6 th Ward)			
Charles Wolf (3 rd Ward)				Ericka Vetter (7 th Ward)			
Curt Kunz (4 th Ward)							

APPROVED this 24th day of February, 2026.

Approved: _____
James Hortsman, Mayor

ATTEST:

Nicole Tormey, City Clerk

PUBLISHED in pamphlet form this _____ day of _____, 2026.



BY-LAWS OF THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE CITY OF OAK FOREST, ILLINOIS

(Pursuant to the Illinois Emergency Telephone System Act, 50 ILCS 750/15.4)

ARTICLE I NAME AND AUTHORITY

Section 1. Name.

The name of this body shall be the Oak Forest Emergency Telephone System Board (“Board”).

Section 2. Authority.

The Board is established under the Illinois Emergency Telephone System Act (50 ILCS 750) and local ordinance (32.190). Its powers and duties are as prescribed by state law and by the ordinances of the City of Oak Forest.

ARTICLE II PURPOSE AND POWERS

Section 1. Purpose.

The purpose of the Board is to plan, implement, maintain, upgrade, and operate the 9-1-1 emergency telephone system for Oak Forest in accordance with Illinois law.

Section 2. Powers and Duties. The Board shall have the authority to:

1. Plan and coordinate the local 9-1-1 system.
2. Supervise the implementation, upgrading, and maintenance of the system, including establishing equipment specifications and coding standards.
3. Designate a 9-1-1 System Manager and set forth the manager’s duties in writing.
4. Complete and maintain the NG9-1-1 GIS database in accordance with applicable NENA standards and Illinois State Police requirements.
5. Prepare and submit required annual reports, audits, and other compliance documentation to the Illinois State Police or other agencies as required by law.
6. Receive and disperse funds collected under Section 15.3 of the Emergency Telephone System Act and any other revenue sources.
7. Authorize all disbursements from the Emergency Telephone System Fund.
8. Hire or contract for staff, technical expertise, consultants, and services necessary for system operation and upgrading, including next-generation 9-1-1 initiatives.
9. Comply with any federal or state requirements, including standards set by the Illinois State Police or administrative rules pertaining to 9-1-1 services.

ARTICLE III MEMBERSHIP

Section 1. Composition.

The Board shall consist of not fewer than five (5) members appointed by the corporate authorities of Oak Forest.

Section 2. Statutory Member Requirements.

At a minimum the Board shall include:

1. A public member who is a resident of the local exchange service territory included in Oak Forest's 9-1-1 coverage area;
2. At least three (3) representatives of public safety agencies (e.g., police, fire, emergency medical services, emergency management); and

Section 3. Terms of Office.

Terms shall be established by ordinance and shall be staggered as required by the Emergency Telephone System Act. Members shall serve without compensation but may be reimbursed for actual and necessary expenses unless otherwise provided by ordinance.

Section 4. Vacancies and Removal.

Vacancies shall be filled by appointment for the unexpired term. The corporate authorities may of the majority to remove a member for misconduct, official misconduct, or neglect in office.

ARTICLE IV OFFICERS

Section 1. Officers.

The officers shall be a Chair, Vice Chair, Secretary, and Treasurer (the Treasurer may be combined with the Secretary if appropriate).

Section 2. Election and Term.

Officers shall be elected annually by majority vote of Board members.

Section 3. Duties.

- Chair: Presides at meetings, ensures compliance with bylaws and law, and signs official documents.
- Vice Chair: Performs the Chair's duties in their absence.
- Secretary: Maintains minutes, records, and official correspondence.
- Treasurer: Oversees financial reporting, reconciliations, and fund compliance.

ARTICLE V MEETINGS

Section 1. Regular Meetings.

The Board shall meet at regularly on the first Tuesday of each month at 09:00A.M. at City Hall located at 15440 S. Central Ave., Oak Forest IL 60452.

Section 2. Special Meetings.

Special meetings may be called by the Chair or a majority of the Board.

Exhibit A

Section 3. Notice.

Notice shall comply with the Illinois Open Meetings Act.

Section 4. Quorum.

A majority of Board members constitutes a quorum for conducting business.

Section 5. Voting.

A majority vote of members present is required to adopt any action, unless a greater vote is required by law. Notwithstanding the foregoing, any resolution directing expenditures, disbursements, or payment of ETSB funds (including contracts requiring payment) must be adopted by the affirmative vote of a majority of all members of the Board.

ARTICLE VI COMMITTEES

The Board may establish standing or special committees as necessary. Committees may include non-Board members at the discretion of the Board but shall serve in advisory roles unless otherwise authorized.

ARTICLE VII FINANCIAL ADMINISTRATION

Section 1. Fiscal Year.

The fiscal year shall align with the City of Oak Forest's fiscal year unless otherwise designated.

Section 2. Emergency Telephone System Fund.

All surcharge proceeds collected under Section 15.3 must be deposited into a separate Emergency Telephone System Fund, held in a separate interest-bearing account. All interest earned on the Fund shall remain in the Fund. The city treasurer shall be the custodian of the fund. The city finance director will manage funds under the direction of the ETSB with all revenues and expenditures to the ETSB at regularly scheduled meetings.

Section 3. Expenditures.

No expenditures shall be made except by Board resolution adopted by the affirmative vote of a majority of all members of the Board and in compliance with the Act and applicable procurement laws.

ARTICLE VIII RECORDS AND REPORTS

Section 1. Records.

The Board shall keep accurate records of finances, meetings, policies, contracts, and other official actions.

Section 2. Public Access.

Records shall be available for inspection consistent with the Illinois Freedom of Information Act.

Section 3. Annual Reports and Audits.

Exhibit A

The Board shall prepare and submit any annual reports and audited financial statements required by the Emergency Telephone System Act and Illinois State Police rules, including required submissions due on or before January 31 of each year for the preceding fiscal year, as applicable. The Treasurer, custodian, or other designated officer/agent shall cooperate with the Board's auditor and shall maintain financial records in sufficient detail to support the annual audit and reporting obligations.

ARTICLE IX ETHICS AND CONFLICTS OF INTEREST

Board members shall comply with applicable ethics and conflict of interest laws. Members shall disclose any conflict and abstain from votes where required.

ARTICLE X DISSOLUTION

The Emergency Telephone System Board ("ETSB") may be dissolved only in the manner authorized by the Illinois Emergency Telephone System Act (50 ILCS 750), and upon approval of the governmental entities that created the ETSB, as required by law. Upon dissolution, all outstanding debts, liabilities, and obligations of the ETSB shall be paid or adequately provided for. Any remaining assets or funds shall be distributed or transferred in accordance with 50 ILCS 750 and other applicable law. All records of the ETSB shall be retained, transferred, or disposed of as required by Illinois law.

ARTICLE XI AMENDMENTS

These bylaws may be amended by a two-thirds vote of the Board present at a meeting, provided written notice of the proposed amendment has been given at least thirty (30) days prior to the meeting. Following passage of any amendment to these bylaws, a certified copy of said amendment(s) shall be forwarded to the City Clerk in order to place same on file within the City's records system.

**ARTICLE XII
EFFECTIVE DATE**

Exhibit A

These bylaws shall take effect upon adoption by the Oak Forest Emergency Telephone System Board.

Adopted on this ___ day of _____, 20.

Chair

Vice Chair

Exhibit A

Secretary

Treasurer

Community Member

Exhibit A



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: February 24th, 2026
TO: Jim Hortsman, City Council
FROM: Scott Durano, Chief of Police
SUBJECT: Purchase of the Kustom Signals Inc., SMART 12 Radar Trailer

Background

For the past 17 years, the Oak Forest Police Department has utilized a Kustom speed trailer to address traffic complaints and enhance roadway safety. This traffic-calming device detects a motorist's speed and displays it in real time, increasing driver awareness and encouraging compliance with posted speed limits on public roadways. The unit is mobile and has been deployed regularly throughout the Oak Forest to respond to community concerns and promote safer driving behaviors. To further support these efforts and expand coverage citywide, the Department solicited and obtained three bids from speed trailer vendors to purchase an additional unit for its fleet.

Recommendation

The Department's current speed trailer is typically deployed for seven days at a time at each location, which limits the number of areas that can be addressed throughout the community. To enhance traffic-calming efforts and expand coverage, the Oak Forest Police Department recommends the purchase of a second Kustom Signals, Inc. SMART 12 Speed Trailer. This unit includes all the features provided by the Department's existing trailer and will allow the city to significantly increase proactive deployments, effectively doubling its ability to respond to traffic concerns across the community.

Action Requested

Approval of the Kustom Signals Inc., SMART 12 Radar Trailer in the amount of \$8,998.50. This unit will be purchased from account 01.03.5601.



1

Address 10901 W 84th Terrace, Suite 100
 Lenexa, Kansas 66214
 United States

MPH Industries, Inc.
 316 East 9th Street
 Owensboro KY 42303

Quote Number 00020113

Created Date 2/17/2026

Expiration Date 5/18/2026

Prepared By Linda Porter
 Email lporter@kustomsignals.com

Quote To:

Name	Officer Daren Lorek	Ship To Name	OAK FOREST POLICE DEPARTMENT
Bill To Name	OAK FOREST POLICE DEPARTMENT	Ship To	15440 CENTRAL AVE
Bill To	15440 CENTRAL AVE OAK FOREST, IL 60452-2104 USA		OAK FOREST, IL 60452-2104 USA

Product Code	Quantity	Product Description	Sales Price	Total Price
5002	1.00	SMART 12 RADAR trailer with 12" fixed amber LED display, fold down posted speed limit sign, red LED "SLOW DOWN" alert, white photo strobe alert, and 5-year warranty.	USD 6,908.50	USD 6,908.50
1813	1.00	Traffic Data Recording System with wireless download. Includes SMARTstat analysis and configuration software for Windows.	USD 1,036.00	USD 1,036.00
1815	1.00	50W Solar panel upgrade (SMART 18/18HP)	USD 1,044.00	USD 1,044.00

Totals

Subtotal	USD 8,988.50
Shipping and Handling	USD 0.00
Total Amount	USD 8,988.50

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Massachusetts State Procurement Contract Pricing
 5-Year Standard Warranty Included.

Shipping and Handling Included.

Quote Acceptance

Signature _____
 Name _____
 Title _____
 Date _____



Address 10901 W 84th Terrace, Suite 100
 Lenexa, Kansas 66214
 United States

MPH Industries, Inc.
 316 East 9th Street
 Owensboro KY 42303

Quote Number 00020113

Created Date 2/17/2026

Expiration Date 5/18/2026

Prepared By Linda Porter
 Email lporter@kustomsignals.com

**KUSTOM SIGNALS, INC.
 TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee. If: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
 Attn: Sales Dept.
 9652 Loiret
 Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____



Address 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
United States

MPH Industries, Inc.
316 East 9th Street
Owensboro KY 42303

Quote Number 00020113

Created Date 2/17/2026

Expiration Date 5/18/2026

Prepared By Linda Porter
Email lporter@kustomsignals.com

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

SMART[®] 12

RADAR Speed Trailer



SMART 12 Trailer comes with 5-year warranty!

Highly Visible

- RADAR speed feedback
- Great visibility up to 600 feet
- 12" (30.5 cm) high intensity LED digits
- Flashing overspeed violator alert
- Red-blue, blue-blue or white-white violator alert (optional)
- MUTCD compliant post speed sign limit with interchangeable numbers from 5 to 75
- High/low speed display blanking

Rugged and Trouble Free

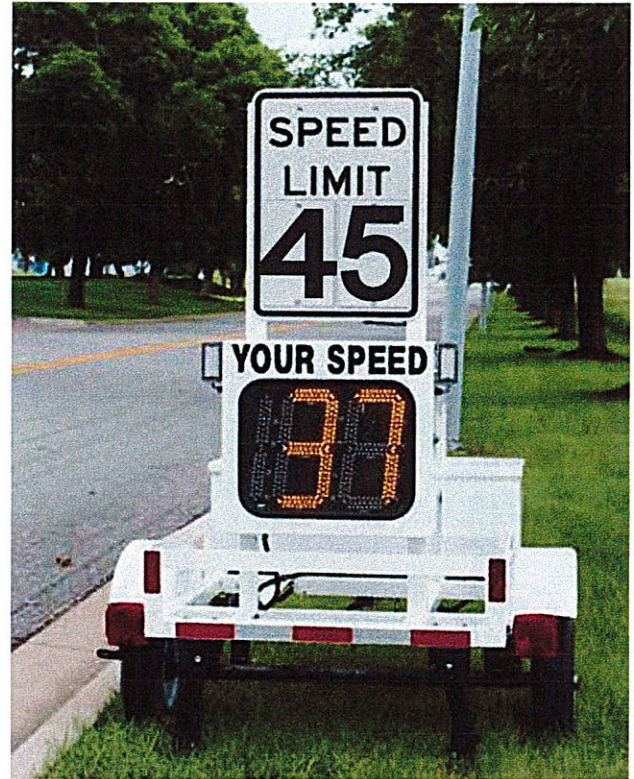
- Kustom Signals K-Band directional RADAR
- Lightweight and easily deployed
- 5-year warranty for all trailer electronics including display, RADAR, optional solar and statistics package

Operational Efficiency

- Up to 7 days continuous operation with 1 battery (solar panel option and/or 2nd battery for extended operation)
- Optional Traffic Data Recorder provides statistical analysis enabling targeted enforcement

Community Benefits

- Respond to community complaints
- Proven to reduce traffic speeds permanently
- Neighborhood roads become quieter and safer



Best warranty in the industry

MUTCD posted speed sign

Improve community relations

SMART[®] 12

RADAR Speed Trailer



Features

- Kustom Signals K band directional RADAR
- 12" (30.5 cm) amber LED display
- 2½ digits, display speeds up to 199
- High and low speed blanking
- Violator alert: flashing speed
- MUTCD compliant speed sign (18" x 24") with interchangeable numbers
- Defaults to last settings on power-up
- Push button on/off switch
- Locking lugs
- Removable tongue
- 12 VDC 80 amp/hour deep marine cycle battery
- Battery level indicator and self-diagnostics
- Low power wireless download

Construction

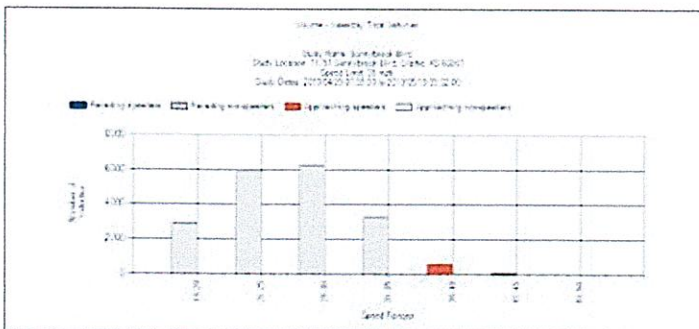
- Material: 11 gauge, 2" square steel tubing
- 52" W x 90"L x 48"H (posted sign down for transport)
- 52" W x 48"L x 72" H (posted sign deployed, tongue removed)
- Weight: 400 lbs.
- Finish: rust resistance undercoat with graffiti resistant powder coat finish
- 8" wheels with 4.8-8 tires
- Locking lugs included
- Leaf spring suspension
- Electrical wiring concealed in frame
- 2" ball hitch with removable tongue
- Battery box: 13.0" x 14.3" x 37.5"
- 4 stabilizer jacks



Battery box

Options

- 50W solar panel
- LED trailer lighting
- Traffic statistics recording with SMARTstat™ data analysis software
- 24-hour single cycle on/off timer
- Android tablet with SMARTstat Lite app
- Violator alert: red-blue, blue-blue or white-white strobes
- Spare tire
- Coupler lock
- Cable wheel lock
- 2nd 12 VDC 80 amp/hour deep cycle battery
- Galvanized wheel upgrade
- Trailer cover
- White LED "photo" strobe alert
- Red LED "SLOW DOWN" alert
- AGM battery upgrade



SMARTstat™

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1
Date: 02/18/2026

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
+1-972-398-3780
billj@stalkerradar.com

Effective From: 02/18/2026

Valid Through: 05/19/2026

Lead Time: 60 working days

Bill To: Oak Forest Police Dept 15440 Central Ave Oak Forest, IL 60452-2104	Customer ID: 019273 Officer Daren Lorek	Ship To: Oak Forest Police Dept 15440 Central Ave Oak Forest, IL 60452-2104	<i>Coyote Logistics (4-6 Days)</i> Officer Daren Lorek
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-0312-00	SAM 3 Trailer - Vertical w/ Solar Panel	24	\$12,882.00	\$12,882.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	015-4158-70	SAM3 VERTICAL BLUE			\$0.00
3	1	015-4158-46	ORDER RADAR KIT, STANDARD			\$0.00
4	1	015-4158-90	OPTION YOUR SPEED SIGN WHT;SA			\$0.00
6	1	200-0773-00	40 MPH K-Band Tuning Fork			\$0.00
7	1	015-2328-62	Red LED Light Bar, SAM 3/SAM/SAM-R			\$0.00
8	1	015-2354-40	Blue LED Light Bar, SAM 3/SAM/SAM-R			\$0.00
9	0	015-5603-00	[275565] Trailer Wheel Lock			\$0.00
10	1	006-0569-00	Certificate of Accuracy, Speed Sensor II			\$0.00
11	1	200-1448-04	ASSY, TRAILER USER MANUAL KIT WITH USB-C COMM CABLE, SAM 3			\$0.00
12	1	060-1000-24	24-Month Warranty			\$0.00
13	1	200-1670-00	{415864} INSTALL MEDIA, STREET DYNAMICS DEVICE MANAGER W/EASY ANALYST			\$0.00
Group Total						\$12,882.00

Product	\$12,882.00	Sub-Total:	\$12,882.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$2,500.00
Payment Terms: Net 30 days		Total: USD	\$15,382.00

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.

EZ Speed

STREET DYNAMICS



The
STREET DYNAMICS
EZ SPEED
is a *Small But MIGHTY*
Radar Speed Trailer
that is *High* in Value
but **LOW** in Price.



Introducing
Stalker Street Dynamics ALPR
powered by *Insight*



- Radar Speed Sign
- Solar Power
- Optional 4G Connection to the Street Dynamics Web Portal
- Traffic Data Collection
- Optional Onboard ALPR
- Choose A Variety of Other Options
- New 7-Segment Display Package

Our **Versatile PMG** Speed and Messaging Sign Onboard an **Easy-to-Tow Trailer**

The EZ Speed's steel frame is rugged, lightweight, and durable, and its small footprint makes it easy to tow and set up. The display face can rotate 180°, and the tongue folds up for convenient storage. Ready to relocate? Swivel the display into the aerodynamic towing position, raise the stabilizing jacks, and you're off!

Setting New Standards

The EZ Speed comes standard with the features you need to create slower, safer streets, including:



Radar Speed Sign



Traffic Data Collection



Solar Power

The Speed Trailer With Options

The Street Dynamics EZ Speed combines our rugged 18" PMG display with powerful radar and optional messaging capabilities. It can display speeds, text messages, images, and even animations.

4G with GPS

Give yourself the flexibility to wirelessly connect with your EZ Speed using the optional Street Dynamics Web Portal. GPS adds location and time stamps to your traffic data reports, and also allows you to view accurate device locations from the Portal.

Messaging and Animations

Choose from a wide variety of preprogrammed text-based messages, images, or animations, or create your own.

Violator Alert Strobes

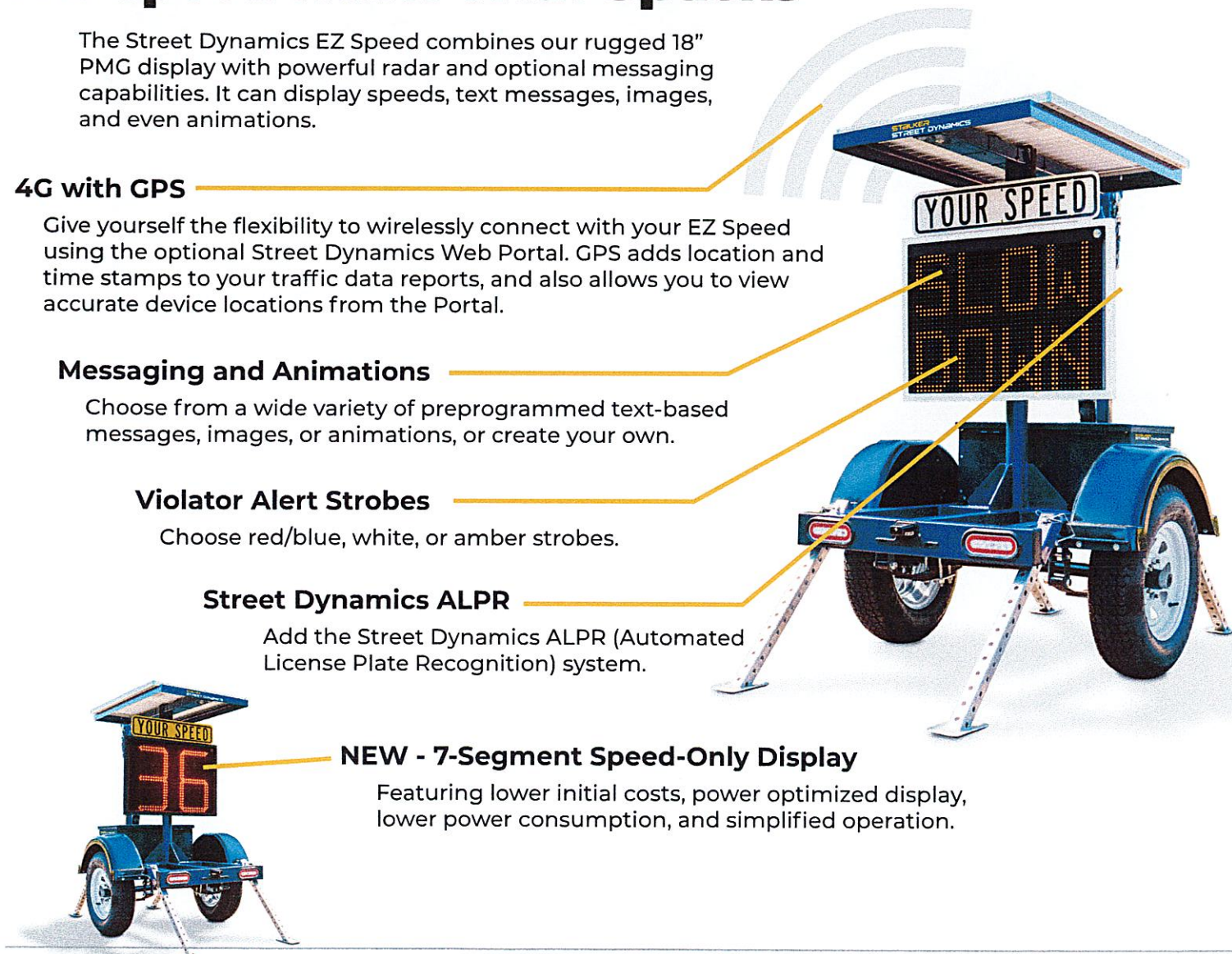
Choose red/blue, white, or amber strobes.

Street Dynamics ALPR

Add the Street Dynamics ALPR (Automated License Plate Recognition) system.

NEW - 7-Segment Speed-Only Display

Featuring lower initial costs, power optimized display, lower power consumption, and simplified operation.



Web Portal Connection

Connect

Access your connected 4G EZ Speed from anywhere with an Internet connection. The Portal allows you to manage all aspects of your display, including messaging, scheduling, and reports. You can also use it to manage your connected PMGs, TDC 2s, MC360s, and SAM trailer models.



Snapshot views of connected devices

Design

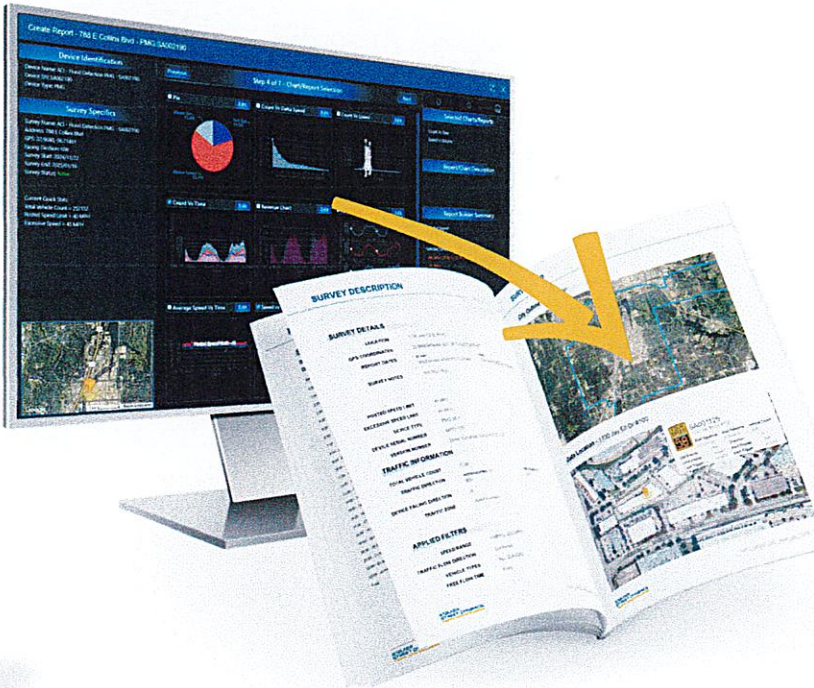
Design a wide array of messages, graphics, and animations. Customize the speed or event that triggers a message to appear on your display, and add flashing or strobes. Then, schedule them using the Calendar.



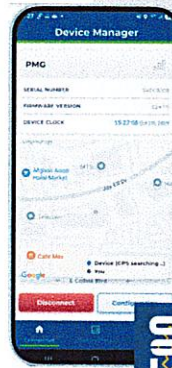
Create Custom Text and Graphics

Report

The EZ Speed Trailer does double duty as a traffic data collector, and the Street Dynamics Web Portal allows you to turn this data into useful, actionable information to guide enforcement efforts, observe driver behavior, and traffic patterns. Print customizable reports and charts, or share via email.



Phone Apps



SD:Device Manager

Wirelessly Manage Your EZ Speed's PMG Display

The SD:Device Manager app gives you the ability to wirelessly connect to your EZ Speed's sensor, view device status, offload traffic survey data, and modify basic configuration.



SD:Portal App

Your EZ Speed Location and Traffic Data, On-The-Go

For users with 4G-enabled devices and a subscription to the Street Dynamics Web Portal, the SD: Portal app allows you to view live traffic data, check device status, view current location, and more.

Desktop Software

Stalker Easy Analyst is an easy-to-use desktop app that allows you to analyze your traffic data and present it using your choice of 7 preconfigured reports and 27 charts.

It's Your Choice

Select between 3 EZ Speed packages, or consult with a Sales Rep to customize your own



Standard Package	Alert Package	Connected Package*
18" 7-Segment PMG	18" PMG	18" PMG
Solar Power	Solar Power	Solar Power
Wireless Connectivity to Apps	Wireless Connectivity to Apps	Wireless Connectivity to Apps
Easy Analyst	Easy Analyst	Easy Analyst
	Red/Blue Violator Alert Strobes	Red/Blue Violator Alert Strobes
	Text and Graphics	Text and Graphics
		4G Modem
		GPS

* Yearly subscription required for remote access to the Street Dynamics Web Portal

Street Dynamics ALPR

Enhance your EZ Speed with License Plate Recognition.

Street Dynamics ALPR (powered by Insight LPR) can add powerful license plate recognition technology to your EZ Speed trailer. Authorized users are able to access a nationwide network of plate data from over 1,000 cities, and instant alerts let you know when a vehicle of interest has passed a network camera.

Highly Accurate Camera

The LPR camera offers industry-leading image quality and accuracy, allowing your agency to identify stolen vehicles, track suspects, and enhance public safety. And because Street Dynamics ALPR allows you to own your cameras, you never have to worry about costly multi-year leases.

Guardian Online Portal

The online Guardian Portal is where you access all of your collected vehicle information. Search by full or partial plates or by vehicle make/model/color/state and set up instant notifications via text or email.



STALKER
STREET DYNAMICS



StreetDynamics.com
1-800-782-5537

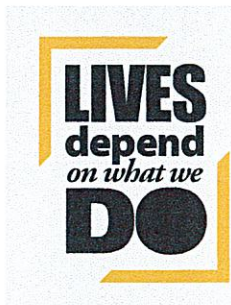
applied concepts, inc.

855 East Collins Blvd. ■ Richardson, Texas 75081
972.398.3780 ■ Fax 972.398.3781

006-0627-00 Rev D



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All Traffic Solutions Inc.
5100 W Brown Deer Rd
Brown Deer, WI 53223
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 02-344-3864
Tax ID: 39-0983658
CAGE Code: 0GWV8

QUOTE Q-106290

DATE: 02/16/2026

PAGE NO: 1

Mail Purchase Orders to:

5100 W Brown Deer Rd
Brown Deer, WI 53223

Contract:
Sourcewell 090122-ATS
Sourcewell Account #:
130617

Questions contact:
MANUFACTURER:
All Traffic Solutions

Owen Lauerman
(571) 549-3766
x
olauerman@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

City of Oak Forest Police Department-IL
15440 Central Ave
Oak Forest, IL 60452

SHIP TO:

City of Oak Forest Police Department-IL
15440 Central Ave
Oak Forest, IL 60452
Attn: Daren Lorek

Billing Contact:

PAYMENT TERMS:
Net 30

CUSTOMER: City of Oak Forest Police Department-IL

CONTACT:708-687-1376

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000750	App, Mobile User Interface perpetual license (only 1 required per account—Bluetooth required, enabled separately)	1	\$100.00	\$100.00
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1	\$9,777.72	\$9,777.72
4001299	3 Year Warranty	1	\$0.00	\$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Camera/Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,500.00	\$1,500.00
4001626	VZW communications prep	1	\$0.00	\$0.00
4001622	ATS-5 Trailer for IA/SA24 includes: 470Ah Batteries & Trailer Certificate of Origin	1	\$5,733.24	\$5,733.24
4000278	Solar panel, 120W: includes bracket for ATS-5 trailer and harness	1	\$1,323.96	\$1,323.96
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	1	\$840.48	\$840.48
4000120	Trailer wheel lock, ATS-5	1	\$146.88	\$146.88
4001889	Shipping and Handling	1	\$1,688.00	\$1,688.00
4001190	Discount - New Purchase	1	(\$2,216.58)	(\$2,216.58)

Special Notes:

**SALES
AMOUNT:**

\$18,893.70

**TOTAL
USD:**

\$18,893.70

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____



ATS 5 TRAILER

The trailer is compatible, interchangeably, with the following signage:

- SpeedAlert 18 or 24 (SA18 or SA24) Radar Message Sign
- InstAlert 18 or 24 (IA18 or IA24) Variable Message Sign
- Shield 15 (Sh15) Radar Speed Display
- 5 ft. (1.52 m) clearance from the ground to bottom of the sign
- Meets Federal Department of Transportation MUTCD specifications

Features

- **Trailer weight:**
 - 620 lb. (281.23 kg) with 225Ah battery capacity, 12V battery supply
 - 760 lb. (344.73 kg) with 450Ah battery capacity, 12V battery supply
 - Add 130 lb. (58.97 kg) for additional battery pair (145 lb for AGM)
 - Add 60 lb. (27.22 kg) for 120W solar panel
 - Add 40 lb. (18.14 kg) for 65W solar panel
- **Tongue weight:** 20 lb. (9.07 kg)
- **Dimensions:** 67 in. long x 61 in. wide x 61 in. high (170.18 cm long x 154.94 cm wide x 154.94 cm high), stowed
- Simple manual lever with lift-assist system for one-person set-up
- Removable tongue for 2 in. (5.08 cm) ball, lockable
- Storage for tongue and lift bar in locked battery compartment
- 16 ga. steel locking battery compartment with vented battery chamber, charger/accessories chamber and 1/8 in. (0.32 cm) aluminum diamond plate lid
- Continuous weld steel frame, white marine grade powder coat finish
- **Wheels:** 12 in. (30.48 cm) bolt steel rims with 4.5 in. (11.43 cm) bolt circle
- **Ground Clearance:** 9.75 in. (24.77 cm) under axle,



- 19 in. (48.26 cm) under chassis
- Replaceable steel fenders, weight supporting
- Locking wheel lug bolts, one per wheel, with removal tool
- **Axle:** 2,000 lb. (907.18 kg) leaf spring
- **Jacks:** Four, retractable crank type, fully adjustable at each corner, 1,500 lb. (680.39 kg) capacity each
- Recessed tail lights and DoT-approved lighting
- Safety chains, 23 in. (58.42 cm) with hooks
- DoT-approved red/white reflective tape
- License plate holder with light

Trailer Power

- Standard four-way flat connector for lighting
- 225Ah batteries or 445Ah, two 6VDC batteries in series, deep cycle marine
 - 130 lb. (58.97 kg) per pair, 2 pairs max
- 20A time delay fuse on battery supply
- Solar assist with 10A solar controller to prevent over-charging. 90W to 160W solar panels available.

- Solar panels charge while sign stowed or deployed
- 10A 120VAC automatic charger with externally accessible AC connection
- Toggle switch to securely control power to sign inside lockable battery box.

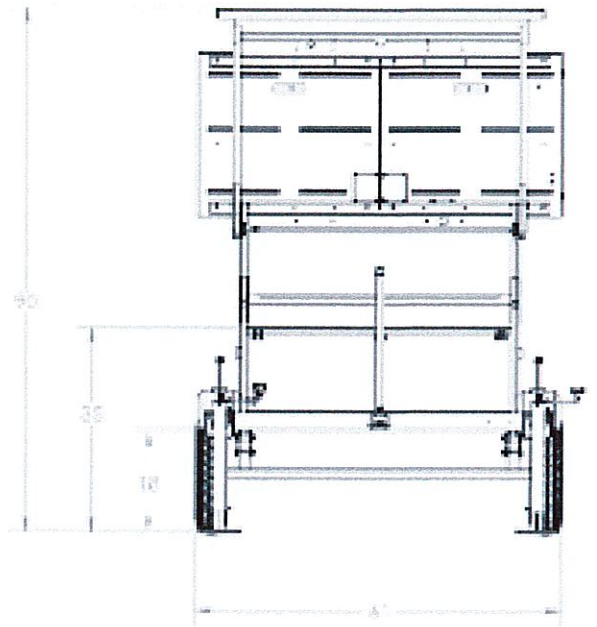
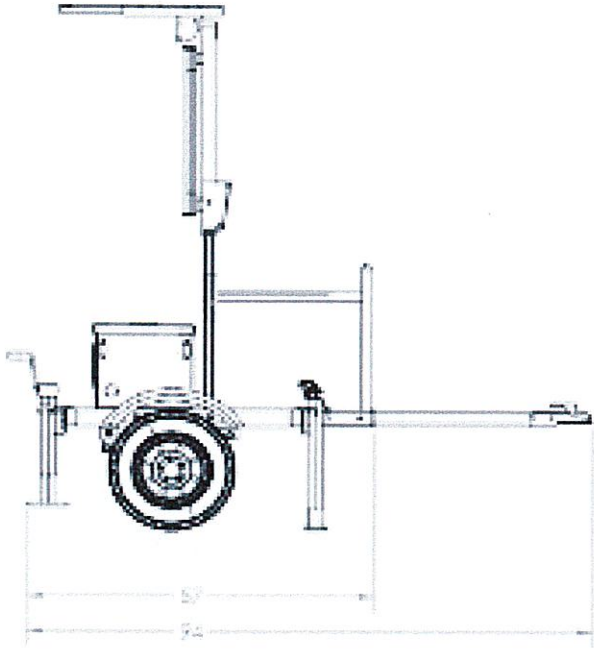
Optional Components and Features

- **Anti-vandal wire protection:** stainless steel conduit that protects electrical wiring
 - All connection points are shielded
- 20A solar controller with Low Voltage Disconnect to prevent battery over discharge
- Sealed maintenance-free 225Ah batteries or 445Ah, two 6VDC batteries in series, deep cycle marine for lower temperature use, -40F
 - 130 lb. (58.97 kg) per pair, four pairs
- 30 in. x 36 in. (76.20 cm x 91.44 cm) speed limit sign and interchangeable digits for 5-65 mph (8-58 kph) display and locking hitch pin for display and stowing; digit storage in battery compartment
 - Seven digit for speed limit sign
- Red and blue violator strobe light bar, set to flash above user set speed with signage
- 2 5/16 in. (5.87 cm) ball coupler or pintle hook, adjustable height, on removable tongue
- Orange and other custom colors available (minimum order quantity may apply)
- Tamper alarm with adjustable sensitivity
- Wheel lock bar

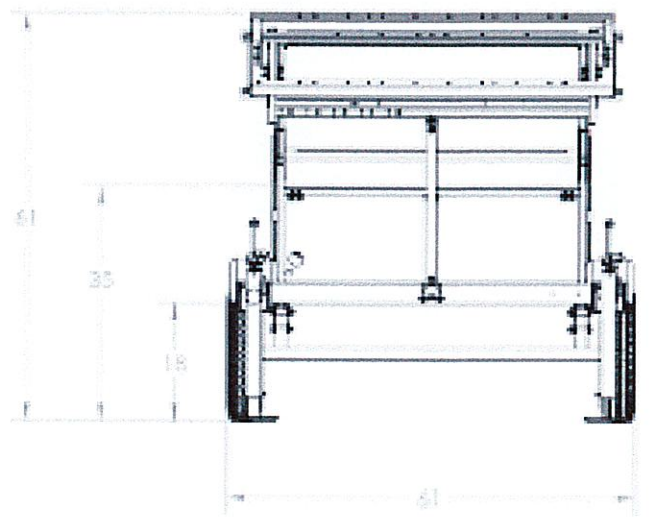
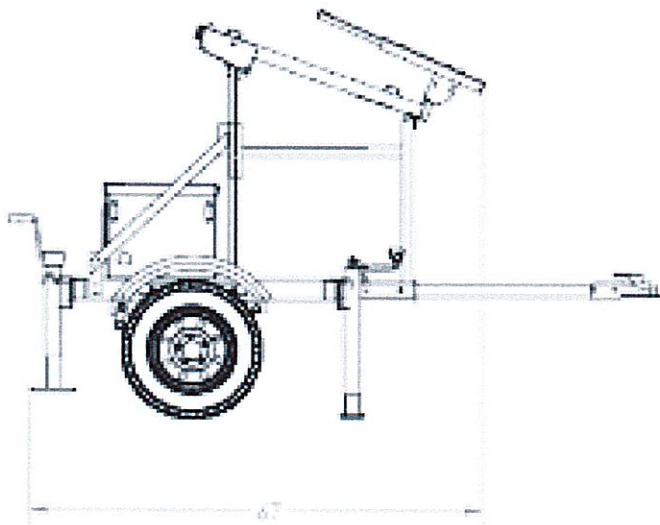
Warranty

One year warranty (three months on batteries)

ATS 5 Open with Tongue



ATS 5 Stowed



For more information visit us online at AllTrafficSolutions.com

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ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: February 24, 2026

To: Mayor Hortsman, City Council

From: Paul Ruane, Assistant Director of Community and Economic Development

Subject: Approval of Resolution 2026-02-0518R, approving a commitment to funding and consenting to an Invest in Cook application for Natalie Creek Trail along the north side of 151st Street from Central Avenue to Ridgeland Avenue

Background

The City of Oak Forest is part of the multi-agency Natalie Creek Trail project. Phase I Design Approval of the project was received from IDOT in March 2024. The Phase II Engineering and Local Agreements are currently being processed by the Village of Midlothian and IDOT. Due to the lengthy time required by IDOT, Phase II Engineering Notice to Proceed is not expected until early this year. Once Notice to Proceed is received, the preparation of the construction plans will begin. The entire Natalie Creek Trail project will be split into multiple construction contracts among all of the participating agencies. To date, the only two segment that has been funded with federal dollars for construction is the segment along Central Avenue between 159th Street and 151st Street in Oak Forest and the 151st Street segment west of Central Avenue to Ridgeland Avenue. Of the total cost for the construction and construction engineering of that segment, 80% will be paid for with federal TAP dollars. Construction of the first segment (Central Avenue) could begin sometime in mid to late 2026. Construction of the second segment can be moved up to as soon as 2027.

The ITEP application was awarded for this project covering 90% of the construction costs. The City's updated match would be 10% of the costs: \$247,000. The City is applying for another grant to cover 80% of the remaining cost through the Invest in Cook. This request, if approved, would reduce the cost to the City to: \$49,400.

Recommendation and Action Requested

Approval of Resolution 2026-02-0518R.

**CITY OF OAK FOREST, ILLINOIS
RESOLUTION 2026-02-0518R**

**RESOLUTION APPROVING A COMMITMENT TO FUNDING AND CONSENTING TO AN
INVEST IN COOK APPLICATION FOR NATALIE CREEK TRAIL ALONG THE NORTH SIDE OF
151ST STREET FROM CENTRAL AVENUE TO RIDGELAND AVENUE**

WHEREAS, the City of Oak Forest (“City”) is a Home Rule Illinois municipal corporation lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, the City of Oak Forest is attempting to improve a segment of the Natalie Creek Trail along Central Avenue that is approximately 1.0 miles in length.; and,

WHEREAS, the Natalie Creek Trail project is a proposed regional trail being constructed in coordination with the Village of Midlothian, the Village of Crestwood, the Village of Robbins and the City of Blue Island; and,

WHEREAS, the Natalie Creek Trail will provide non-vehicular access to numerous public buildings and facilities, commercial areas, residential neighborhoods, public transportation, and other regional trails when completed; and,

WHEREAS, the cost to construct and provide Phase III Engineering of the first west 151st Street segment of the Natalie Creek Trail project is approximately \$2,470,000; and,

WHEREAS, the City has obtained \$2,223,000 in federal TAP funds for the project through the Chicago Metropolitan Agency for Planning which will cover 90% of the project cost; and,

WHEREAS, the City desires to submit an Invest in Cook application to fund 80% or \$197,600 of the remaining funding balance for the project leaving the City’s cost at approximately \$49,400; and,

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OAK FOREST, ILLINOIS, AS FOLLOWS:

SECTION ONE: **Recitals.** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION TWO: **Effective Date.** This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED this ____ day of _____ 2026 by the following roll call vote:

Alderman	Aye	Nay	Absent	Alderman	Aye	Nay	Absent
Ken Keeler (1 st Ward)				Jim Emmett (5 th Ward)			
Joe McCarthy (2 nd Ward)				James Stuewe (6 th Ward)			
Charles Wolf (3 rd Ward)				Ericka Vetter (7 th Ward)			
Curt Kunz (4 th Ward)							

APPROVED this ____ day of _____ 2026.

Approved: _____

ATTEST:

Mayor

City Clerk



Acorn Public Library District

15624 S. Central Avenue, Oak Forest, IL 60452
(708) 687-3700 www.acornlibrary.org

February 13, 2026
City of Oak Forest
15440 S. Central Avenue
Oak Forest, Illinois 60452

Re: City of Oak Forest, Invest in Cook Application: Natalie Creek Trail – 151st Street Segment (Ridgeland to Central)

As the representative for Acorn Public Library District, I am pleased to submit this letter of support for construction of the 151st Street Segment of the Natalie Creek Trail project. The project is a partnership effort including the communities of Oak Forest, Midlothian, Crestwood, Robbins, Blue Island and the Oak Forest and Midlothian Park Districts.

We greatly support the project as it will provide a safe, alternative access from the adjacent neighborhoods to a number of public facilities along the corridor including Jack Hille Middle School, Southwest Cook County Cooperative, and Oak Forest High School. In addition, the trail will connect to the soon to be constructed Central Avenue segment of the Natalie Creek Trail providing additional connections to City Hall, Central Park, Acorn Public Library and other facilities as well as the commercial area along 159th Street and the Tinley Creek Trail system enabling even further non-vehicular connections.

The proposed Natalie Creek Trail will significantly expand community impacts, linkages to the regional trails such as the Cal-Sag Trail and Tinley Creek Trail. Neighboring communities will benefit from the healthy recreation created within the region. This trail plan will build on the success of the City's work with the other participating agencies with this project.

Sincerely,

Dorothy Koll
Library Director



BREMEN HIGH SCHOOL DISTRICT 228

15233 Pulaski Road - Midlothian, IL 60445
Phone: 708/389-1175 - Fax: 708/389-2552
Web: www.bhsd228.com

Bremen High School 708/371-3600
Tinley Park High School 708/532-1900

Hillcrest High School 708/799-7000
Oak Forest High School 708/687-0500

February 10, 2026

City of Oak Forest
15440 S. Central Avenue
Oak Forest, Illinois 60452

Re: City of Oak Forest, Invest in Cook Application: Natalie Creek Trail – 151 st Street Segment (Ridgeland to Central)

As the Superintendent for Bremen High School District 228, I am pleased to submit this letter of support for construction of the 151st Street Segment of the Natalie Creek Trail project. The project is a partnership effort including the communities of Oak Forest, Midlothian, Crestwood, Robbins, Blue Island and the Oak Forest and Midlothian Park Districts.

We greatly support the project as it will provide a safe, alternative access from the adjacent neighborhoods to a number of public facilities along the corridor including Jack Hille Middle School, Southwest Cook County Cooperative, and Oak Forest High School. In addition, the trail will connect to the soon to be constructed Central Avenue segment of the Natalie Creek Trail providing additional connections to City Hall, Central Park, Acorn Public Library and other facilities as well as the commercial area along 159th Street and the Tinley Creek Trail system enabling even further non-vehicular connections.

The proposed Natalie Creek Trail will significantly expand community impacts, linkages to the regional trails such as the Cal-Sag Trail and Tinley Creek Trail. Neighboring communities will benefit from the healthy recreation created within the region. This trail plan will build on the success of the City's work with the other participating agencies with this project.

Sincerely,

Dr. Brad Sikora
Superintendent
Bremen High School District 228



Forest Ridge

ELEMENTARY SCHOOL DISTRICT 142

Administration Center
5800 West 151st Street
Oak Forest, IL 60452
708-687-3334
708-687-8887 FAX

Dr. Kristine Roth,
Superintendent
kr Roth@d142.org

Ms. Heather Rose,
Chief School Business Official
hrose@d142.org

Dr. Lori Leppert, Director of
Student Special Services
lleppert@d142.org

Mrs. Kathrina Davis,
Director of Curriculum
kdavis@d142.org

Mr. Jeffrey Damhoff
Director of Technology
bskibinski@d142.org

Mr. Tom Beaver,
Supervisor of Buildings & Grounds
tbeaver@d142.org

Ridge Early Childhood Center
5151 W. 149th Street
Oak Forest IL 60452
708-687-2964

Mrs. Mary O'Connell-Zander,
Principal
mzander@d142.org

Kerkstra Elementary School
14950 Laramie Avenue
Oak Forest IL 60452
708-687-2860

Mr. Steven Nendza, Principal
snendza@d142.org

Foster Elementary School
5931 W. School Street
Oak Forest IL 60452
708-687-4763

Mr. Curt Beringer, Principal
cberinger@d142.org

Hille Middle School
5800 W. 151st Street
Oak Forest IL 60452
708-687-5550

Ms. Valerie Valente, Principal
vvalente@d142.org

Mr. Kyle Novak, Assistant Principal
knovak@d142.org

District Website
www.d142.org

February 10, 2026

City of Oak Forest
15440 S. Central Avenue
Oak Forest, Illinois 60452

Re: City of Oak Forest, Invest in Cook Application: Natalie Creek Trail –
151st Street Segment (Ridgeland to Central)

To Whom It May Concern:

As the representative for Forest Ridge School District 142, I am pleased to submit this letter of support for construction of the 151st Street Segment of the Natalie Creek Trail project. The project is a partnership effort including the communities of Oak Forest, Midlothian, Crestwood, Robbins, Blue Island and the Oak Forest and Midlothian Park Districts.

We greatly support the project as it will provide a safe, alternative access from the adjacent neighborhoods to a number of public facilities along the corridor including Jack Hille Middle School, Southwest Cook County Cooperative, and Oak Forest High School. In addition, the trail will connect to the soon to be constructed Central Avenue segment of the Natalie Creek Trail providing additional connections to City Hall, Central Park, Acorn Public Library and other facilities as well as the commercial area along 159th Street and the Tinley Creek Trail system enabling even further non-vehicular connections.

The proposed Natalie Creek Trail will significantly expand community impacts, linkages to the regional trails such as the Cal-Sag Trail and Tinley Creek Trail. Neighboring communities will benefit from the healthy recreation created with in the region. This trail plan will build on the success of the City's work with the other participating agencies with this project.

Respectfully,

Dr. Kristine L. Roth, Superintendent
Forest Ridge School District 142



OAK FOREST PARK DISTRICT

15601 SOUTH CENTRAL • OAK FOREST, ILLINOIS 60452-3298 • (708) 687-7270 • FAX (708) 687-9937
www.oakforestparks.org

COMMISSIONERS

JAMES EMMETT
PRESIDENT

CHARLES WOLF
VICE PRESIDENT

JAMES KATULA
SECRETARY

ROY PRUITT
COMMISSIONER

JOE PILCH
COMMISSIONER

STAFF

KIRSTIN DAHM, CPRP
DIRECTOR OF
PARKS & RECREATION

DAVID BENEVENTI, CPSI
SUPERINTENDENT
MAINTENANCE

JOSEPH J. MCDONNELL
TREASURER

JOSEPH CAINKAR
ATTORNEY

February 10, 2026

City of Oak Forest
15440 S. Central Avenue
Oak Forest, Illinois 60452

Re: City of Oak Forest, Invest in Cook Application: Natalie Creek Trail
– 151st Street Segment (Ridgeland to Central)

To Whom It May Concern,

As the representative for the Oak Forest Park District, I am pleased to submit this letter of support for construction of the 151st Street Segment of the Natalie Creek Trail project. The project is a partnership effort including the communities of Oak Forest, Midlothian, Crestwood, Robbins, Blue Island and the Oak Forest and Midlothian Park Districts.

We greatly support the project as it will provide a safe, alternative access from the adjacent neighborhoods to a number of public facilities along the corridor including Jack Hille Middle School, Southwest Cook County Cooperative, and Oak Forest High School. In addition, the trail will connect to the soon to be constructed Central Avenue segment of the Natalie Creek Trail providing additional connections to City Hall, Central Park, Acorn Public Library and other facilities as well as the commercial area along 159th Street and the Tinley Creek Trail system enabling even further non-vehicular connections.

The proposed Natalie Creek Trail will significantly expand community impacts, linkages to the regional trails such as the Cal-Sag Trail and Tinley Creek Trail. Neighboring communities will benefit from the healthy recreation created with in the region. This trail plan will build on the success of the City's work with the other participating agencies with this project.

Sincerely,

Kirstin Dahm
Director of Parks & Recreation



Administrative Offices

February 17, 2026

City of Oak Forest
15440 S. Central Avenue
Oak Forest, Illinois 60452

Re: City of Oak Forest, Invest in Cook Application: Natalie Creek Trail – 151st Street Segment (Ridgeland to Central)

To Whom It May Concern,

As the representative for the Southwest Cook County Cooperative Association for Special Education, I am pleased to submit this letter of support for construction of the 151st Street Segment of the Natalie Creek Trail project. The project is a partnership effort including the communities of Oak Forest, Midlothian, Crestwood, Robbins, Blue Island and the Oak Forest and Midlothian Park Districts.

We greatly support the project as it will provide a safe, alternative access from the adjacent neighborhoods to a number of public facilities along the corridor including Jack Hille Middle School, Southwest Cook County Cooperative, and Oak Forest High School. In addition, the trail will connect to the soon to be constructed Central Avenue segment of the Natalie Creek Trail providing additional connections to City Hall, Central Park, Acorn Public Library and other facilities as well as the commercial area along 159th Street and the Tinley Creek Trail system enabling even further non-vehicular connections.

The proposed Natalie Creek Trail will significantly expand community impacts, linkages to the regional trails such as the Cal-Sag Trail and Tinley Creek Trail. Neighboring communities will benefit from the healthy recreation created within the region. This trail plan will build on the success of the City's work with the other participating agencies with this project.

Sincerely,

Gineen O'Neil, Ed.D.
Executive Director

"Opening the world through education to children and young adults with diverse abilities"

6020 West 151st Street Oak Forest, Illinois 60452-1899 Phone: 708 / 687-0900 Fax: 708 / 687-5695

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159 Matteson • 160 Country Club Hills • 210 Lemont High School • 228 Bremen High School • 230 Consolidated High School



INVEST IN COOK

Cook County Department of Transportation and Highways
2026 Call for Projects

Applicant Municipality/Agency/Organization

Applicant's Name and Title
(Mayor, President, Supervisor, Chief Executive Officer, Executive Director, etc.)

Project Name

Toni Preckwinkle, President
Cook County Board of Commissioners

Cook County Department of Transportation and Highways (DOTH)
69 West Washington, Suite 2300
Chicago, IL 60602

Jennifer "Sis" Killen, Superintendent

January 14, 2026



Application Checklist

Required Items:

- Signed mayor's or chief executive's cover letter
- Completed application
- Project milestone schedule (use template provided)*
- Map showing project location and limits
- Project area pictures (provide 2 photos that show pre-project conditions)
- Most recent financial audit or proof of financial standing

Optional Items:

- Sections or summary of applicable project-related studies or reports (limit five pages)
- Funding resolutions and Certifications of Resolutions
- Detailed Cost Estimates (Required for construction funding requests)
- Letters of Support from relevant organizations

* Must show awarded phase beginning work within one calendar year of receiving the award

If you have any questions or would like to request assistance filling out the application please do not hesitate to call Laura McFadden at [\(312\) 603-1223](tel:3126031223). County staff will be available to answer questions about the application, how to submit a competitive application, and other general questions. Depending on availability, the County will also set aside staff time to assist with more technical tasks like developing cost estimates or mapping project information. Applicants are encouraged to contact the County as soon as they know they will be requesting technical assistance. The County will prioritize aid to disadvantaged communities/applicants but cannot guarantee staff availability to help in every instance.

Please submit an electronic copy of the completed application PDF, with all related attachments, through the Invest in Cook application portal at:

<https://www.cookcountyil.gov/form/invest-in-cook-2026-grant-applic>

The deadline for submitting all applications is: MARCH 20, 2026 at 5:00 pm (Applications received after this time will not be accepted.)



Applicant Information

Applicant Municipality, Agency, or Organization: _____

Project Title (use TIP title if applicable): _____

Main Contact Name: _____

Main Contact Title: _____

Main Contact Email: _____

Main Contact Phone Number: _____

Mayor, President, or CEO Name: _____

Mayor, President, or CEO Title: _____

Mayor, President, or CEO Email: _____

Applicant Address: _____

City: _____ **Illinois** **Zip Code:** _____

Telephone: _____ **Fax:** _____

Total Amount Requested*: \$ _____

Total Matching Funds:** \$ _____

*A total funding request is not required at the time of submission, but it is highly recommended and may improve your chances of being selected. Please contact DOTH at investincook.cc@cookcountyil.gov before applying if your organization needs assistance with developing a cost estimate. Your request for assistance will be evaluated for need and approval will be dependent on DOTH staff availability.

**Very low and low-need communities (as [designated by CMAP](#)) will be expected to match County funds on at least a one to one basis. Matches from moderate-need communities will be calculated on a sliding scale basis. Very high and high-need communities may not need a local match to County funds.



Applicant Information (Continued)

County Commissioner District Number(s): _____

Council of Mayor(s): _____

Project Type (select one): Transit Freight Bike/Ped Roadway Other _____

Funding Phase Request (select one): Feasibility/Planning Study Preliminary Engineering ROW Acquisition Design Engineering Construction Other _____

TIP ID (for existing projects): _____

Will you need assistance with a cost estimate? (Y/N): Yes No

Will you need any other assistance before your project can begin? (Y/N): Yes No

If additional assistance is desired, please describe your needs below*:

*The County will make available resources in the form of staff and time for projects that we feel warrant the effort from applicants who can justify their need. These services will be provided at the Department's discretion and are contingent upon staff availability.

Project Location Information

Please ensure the following fields are filled in, as completely as possible. Please attach a map with sufficient detail to accurately locate your project in a GIS system.

Project Limits

Name of Street or Facility to be Improved

Municipality (or Municipalities) Involved

South/West Project Extents

North/East Project Extents



Project Description

Provide a description of the planned use for Invest in Cook funds, the anticipated benefits, and project history. You may include references (a website, specific page numbers) from relevant studies or reports that may provide more detail. **PLEASE LIMIT YOUR RESPONSE TO APPROXIMATELY 350 words.**

Applicant Experience

In the box below, please demonstrate your organization's ability to execute a project of similar size, scope, and complexity as the project for which you are submitting this application by **listing** comparable projects completed by your organization in the past five years. Please include project type, total cost, and year completed.



Evaluation Criteria

Consistency with Existing Regional or Local Plans

- Does this project implement goals from *Connecting Cook County*? Yes No
- Does this project implement goals from other local and regional plans? Yes No

Please list the specific local and/or regional plans this grant would help to implement and provide links to the plans:*

*If the plan is not available online, please include relevant pages as supplemental material in the application. Plan examples include local comprehensive plans, transit-oriented development plans, capital improvement plans, or other local plans in addition to regional plans such as the Cook County Policy Roadmap and Partnering for Prosperity, CMAP's ON TO 2050, or RTA's Invest in Transit: 2018-2023 Strategic Plan.

Prioritizing Transit and Other Transportational Alternatives

Transit improvements being made (check all that apply):

- Better bus service
- More frequent or longer hours of service
- Better access to transit
- ADA accessibility / station rehabilitation
- Service to new areas
- Fare integration
- Better bus stops
- Other: _____

Bicycle and pedestrian project benefits (check all that apply):

- Fills gap(s) in the pedestrian network
- Provides new pedestrian facilities where none had existed
- Provides pedestrian access to transit
- Fills gap(s) in the bicycle network
- Provides new bicycle facilities where none had existed
- Provides bicycle access to transit
- Helps complete a planned trail project
- Improves an existing pedestrian facility
- Improves pedestrian safety in a high crash area (provide documentation)
- Provides on-street bike facilities
- Improves an existing bicycle facility
- Improves bicyclist safety in a high crash area (provide documentation)

Promote Equal Access to Opportunities

ADA improvements being made (list all): _____

Primary project impacts on equal access (please check all that apply):

- Project is in an economically disadvantaged area
- Project is located in a CDBG designated low to moderate income census tract
- Project located in an area with a high minority population
- Project reduces travel time for transportation users in a disadvantaged area
- Project creates or retains jobs accessible to low- and moderate-income persons
- Project helps make a disadvantaged area more attractive to new businesses



Support the Region’s Role as North America’s Freight Capital

Cook County Freight Plan Priorities Addressed by the Project (check all that apply):

Road improvements

- Facilitates a connected truck route network
- Improves a priority trucking corridor from Cook County Freight Plan
- Improves first- and last-mile connectors
- Improves expressway freight access
- Streamlines truck permitting
- Improves truck parking

Rail improvements

- Supports business access to rail
- Implements the CREATE Program
- Reduces conflicts between rail and vehicle/pedestrian traffic
- Addresses grade crossing from Cook County Freight Plan, CMAP priority list, or other

Number of employees in freight-related businesses benefitting directly from the project – list businesses and estimated number of employees:

Maintain and Modernize What Already Exists

Primary project impacts on maintenance and modernization (please check all that apply):

- Repairs a facility that is in poor condition. **Pavement condition rating, if known, and rating system type (PCI, CRS, etc.):** _____
- Brings a facility up to modern standards. **Condition of transit facility being improved (TERM rating), if applicable:** _____
- Helps manage roadway access. Briefly describe: _____
- Improves intersection geometry. Briefly describe: _____
- Improves traffic signals. Briefly describe: _____
- Implements crash reduction strategies. Briefly describe: _____

Traffic Volumes (AADT): _____ **Truck/Heavy Vehicle Share of Traffic (%):** _____



Increase Investments in Transportation

Identify if you have applied for and/or received notifications of award.

Grant Funding Programs Applied For:

If you have applied for other grant funding to support this project, please select the applicable grant program. If not listed please select other and write in the program name.

Funding Program(s) Applied For:

- CMAQ
- TAP
- ITEP
- Safe Routes to Schools
- IL Competitive Freight Funding
- IL Special Bridge Program
- IDOT Economic Development Program (EDP)
- STP-L / STP-SF
- Community Development Block Grant (CDBG)
- HSIP
- USDOT discretionary funding (ASAP, RAISE, Enhancing Mobility Innovation, MEGA, INFRA etc.)
- Legislator Community Project Funding
- Other: _____

Grant Funding

If you have received notification of a grant award, please select the applicable grant program. If not the funding program is not listed please select 'other' and write in the program name.

Awarded Grant Funding Program(s):

- CMAQ
- TAP
- ITEP
- Safe Routes to Schools
- IL Competitive Freight Funding
- IL Special Bridge Program
- IDOT Economic Development Program (EDP)
- STP-L / STP-SF
- Community Development Block Grant (CDBG)
- HSIP
- USDOT discretionary funding (ASAP, RAISE, Enhancing Mobility Innovation, MEGA, INFRA etc.)
- Legislator Community Project Funding
- Other: _____

Anticipated future applications for project funding

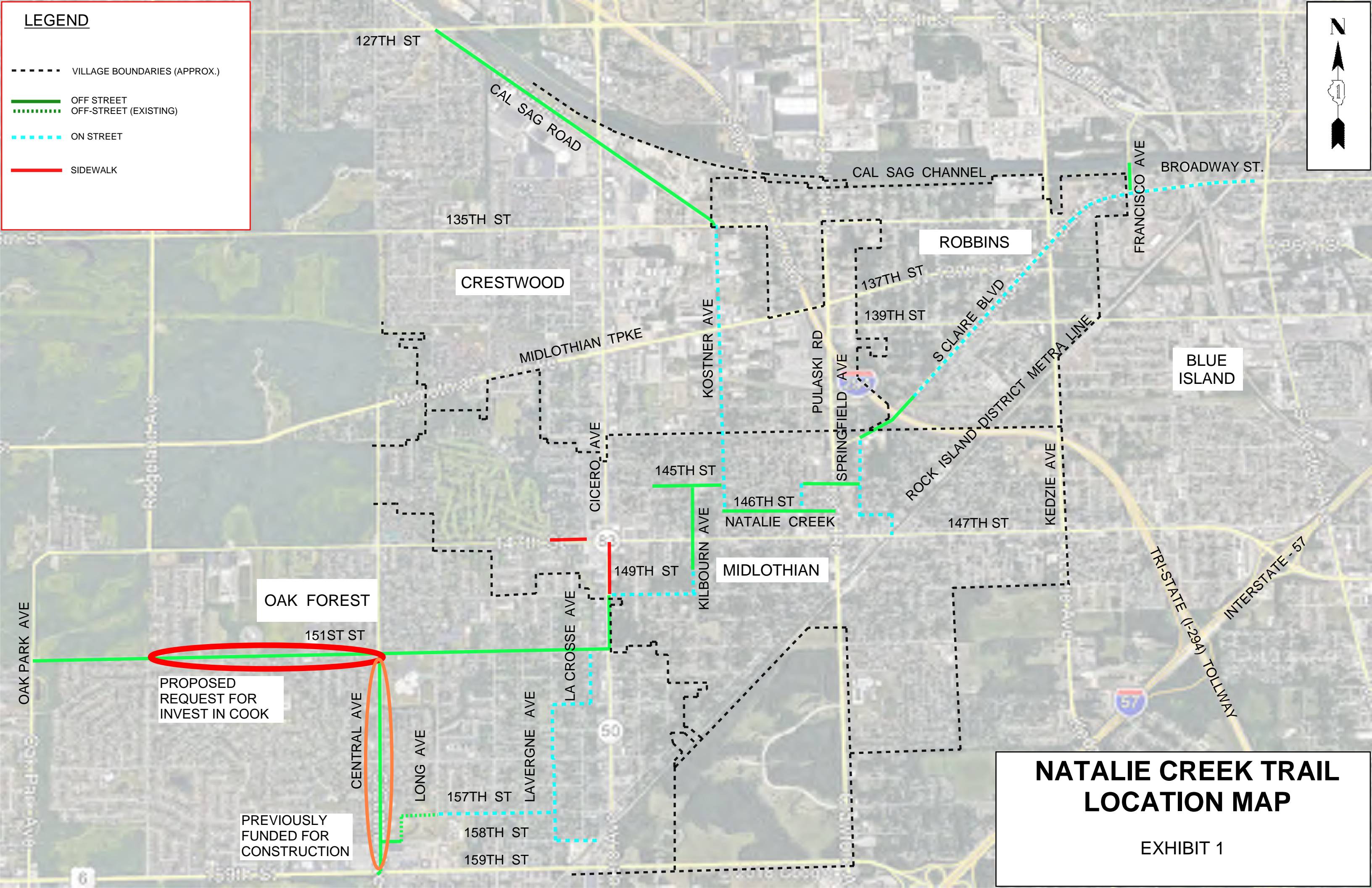
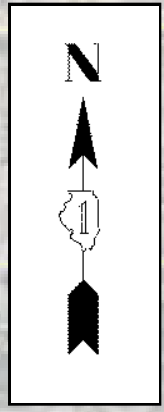
If you plan to apply for additional grants in the future for this project, please list the grants and estimated amounts under consideration. Cook County often provides support for grant applications for projects previously funded by Invest in Cook.

Grant 1: _____	Grant 2: _____	Grant 3: _____
Amount: _____	Amount: _____	Amount: _____
Phase: _____	Phase: _____	Phase: _____

PLEASE DO NOT SUBMIT A SCANNED COPY OF THIS APPLICATION

LEGEND

- VILLAGE BOUNDARIES (APPROX.)
- OFF STREET
- ⋯ OFF-STREET (EXISTING)
- ⋯ ON STREET
- SIDEWALK



**NATALIE CREEK TRAIL
LOCATION MAP**
EXHIBIT 1



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: February 24, 2026
To: Mayor Hortsman, City Council
From: Paul Ruane, Assistant Director of Community and Economic Development
Subject: Approval of Resolution 2026-05-0519R, authorizing a plat of condominium at the property known as 5560 W. 159th Street

Background

The Oak Forest Commons property is proposed to be acquired by the applicant. As part of the transaction, the purchase is contingent upon dividing the former Food4Less building into two separate parcels.

When Oak Forest Commons was originally developed, the shopping center was subdivided into six parcels, with the former Food4Less building situated on its own lot, despite being physically connected to the remainder of the shopping plaza. The applicant is now seeking to divide that existing lot into two parcels to accommodate two separate users within the building.

The proposed subdivision is necessary to align the legal descriptions with the intended leasable spaces and to allow for separate financing for each project. This request will not create any additional lots within the overall shopping center and will have no impact on the remainder of the Oak Forest Commons development. The proposal simply facilitates the division of the existing building into two legally distinct units rather than maintaining it as a single parcel.

Recommendation

The Planning and Zoning Commission recommended approval of the requested subdivision.

Action Requested

Approval of Resolution 2026-02-0519R.

**CITY OF OAK FOREST, ILLINOIS
RESOLUTION 2026-02-0519R**

**RESOLUTION APPROVING A PLAT OF CONDOMINIUM AT THE PROPERTY COMMONLY
KNOWN AS 5560 W. 159TH STREET**

WHEREAS, the City of Oak Forest (“City”) is a Home Rule Illinois municipal corporation lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, Oak Forest Common IL LLC. (“**Current Owner**”) is the legal owner of the property and ACRE Investment Company, LLC. is currently under contract to purchase the property (“**Prospective Owner**”). The property is commonly referred to as 5560 W. 159th Street (“**Property**”); and,

WHEREAS, The Planning and Zoning Commission reviewed and recommended approval of the Owner’s plat of condominium at its February 18, 2026 meeting; and,

WHEREAS, The plat of condominium for the Property, prepared by United Survey Service, LLC., consisting of two sheets, (“**Plat of Condominium**”), attached as Exhibit A and, by this reference, made a part of this Resolution, shall be, and is hereby, approved in accordance with Section 3-203 of the Subdivision Regulations Ordinance (Ordinance # 2014-06-04980), as amended, and the home rule powers of the City of Oak Forest; and,

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OAK FOREST, ILLINOIS, AS FOLLOWS:

SECTION ONE: **Recitals.** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION TWO: **Conditions.** This Resolution shall be approved with the following conditions.

- A. That any minor change, as determined within the sole discretion of City staff, to the plat of condominium as adopted by Section 3 of this Resolution which is consistent with the standards applying to the plat of condominium be subject to approval by City staff; and
- B. That any changes beyond a minor change require a new application for a plat of condominium.
- C. That the owner shall be responsible for recording the plat of condominium.
- D. That the accompanying Declaration of Covenants, Conditions, and Restrictions shall be also recorded and enforced.

SECTION THREE: **Effective Date.** This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED this ____ day of _____ 2026 by the following roll call vote:

Alderman	Aye	Nay	Absent	Alderman	Aye	Nay	Absent
Ken Keeler (1 st Ward)				Jim Emmett (5 th Ward)			
Joe McCarthy (2 nd Ward)				James Stuewe (6 th Ward)			
Charles Wolf (3 rd Ward)				Ericka Vetter (7 th Ward)			
Curt Kunz (4 th Ward)							

APPROVED this ____ day of _____ 2026.

Approved: _____

ATTEST:

Mayor

City Clerk

Exhibit B
Legal Description

LOTS 1, 2, 3, 4, 5, AND 6 IN THE OAK FOREST COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF OAK FOREST COMMONS, RECORDED AS DOCUMENT 0626534073, A SUBDIVISION IN PART OF THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 2008 AS DOCUMENT 818231097, IN COOK COUNTY, ILLINOIS.

...commonly referred to as 5560 W. 159th Street, Oak Forest, Illinois 60452

PINs: 28-16-302-040-0000

Exhibit C
Condo Declaration

DECLARATION OF CONDOMINIUM

FOR

OAK FOREST COMMONS

COMMERCIAL CONDOMINIUM

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

Andrew J. Annes, Esq.
SATC Law
222 W. Adams, Suite 3050
Chicago, Illinois 60606

**PERMANENT REAL ESTATE INDEX
NUMBERS:**

ADDRESS OF PROPERTY:

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**DECLARATION OF CONDOMINIUM FOR OAK FOREST COMMONS
COMMERCIAL CONDOMINIUM**

THIS DECLARATION is made on the date set forth below by **TBD LLC 1** and **TBD LLC 2** (collectively, the “Declarant”).

RECITALS

A. Declarant owns certain real property located in the City of Oak Forest, Cook County, Illinois and described in Exhibit “A” attached hereto (the “Property”).

B. Declarant desires to submit the Property described on Exhibit “A”, including the improvements thereon, to the provisions of this Declaration and to the Illinois Condominium Property Act (hereinafter sometimes called the “Act”, as further defined herein).

NOW, THEREFORE, Declarant hereby declares that the Property, including the improvements located thereon, is submitted and made subject to the condominium form of ownership set forth in the Act, and is subject to the provisions of this Declaration. By virtue of the recording of this Declaration, the property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to provisions of the Act and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property subject to this Declaration, shall be binding on all Persons having any right, title or interest in all or any portion of the Property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the Property subject to this Declaration.

1. **NAME.**

The name of the condominium is “OAK FOREST COMMONS COMMERCIAL CONDOMINIUM” (hereinafter sometimes called the “Condominium,” as further defined herein), which condominium is a commercial condominium hereby submitted to the Act.

2. **DEFINITIONS.**

Generally, terms used in this Declaration, the Bylaws and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Illinois General Not for Profit Act of 1986. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws and the Articles of Incorporation shall be defined as follows:

- (a) Act means the Illinois Condominium Property Act, 765 ILCS 605/1, et seq., as may be amended.
- (b) Articles or Articles of Incorporation means the Articles of Incorporation of Oak Forest Commons Commercial Condominium Association, Inc., an

Illinois not-for-profit corporation, which have been filed with the Illinois Secretary of State.

- (c) Association means Oak Forest Commons Commercial Condominium Association, Inc., an Illinois not-for-profit corporation, its successors or assigns.
- (d) Board or Board of Directors means the elected body responsible for the management and operation of the Association.
- (e) Building means the physical structures situated on the Property within which the Units and certain Common Elements and Limited Common Elements are physically located.
- (f) Bylaws means the Bylaws of Oak Forest Commons Commercial Condominium Association, Inc., attached hereto as Exhibit "B" and incorporated herein by this reference.
- (g) Common Elements mean those portions of the Property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described in Sections 3 and 4 of this Declaration.
- (h) Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including those expenses incurred for maintaining, repairing, replacing and operating the Common Elements.
- (i) Condominium means the Property submitted to the provisions of the Act by this Declaration.
- (j) Condominium Instruments mean this Declaration and all exhibits hereto, including the Bylaws and Plat, all as may be supplemented or amended.
- (k) Convertible Land mean those portions of the Building subject to this Declaration which are not included within the boundaries of a Unit, which additional Units may be created pursuant to express provision in this Declaration and the Act.
- (l) First Mortgagee means a holder of a first Mortgage on a Unit, secured by the Unit, who has requested notice of certain matters as set forth herein.
- (m) Limited Common Elements mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth herein.

- (n) Majority means those eligible votes, Owners, or other group as the context may indicate, totaling more than sixty-seven percent (67%) of the total eligible number.
- (o) Mortgage means any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.
- (p) Mortgagee or Mortgage Holder means the holder of any Mortgage on a Unit or Units.
- (q) Occupant means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.
- (r) Owner means the record title holder of a Unit but shall not include a Mortgage Holder.
- (s) Person means any individual, corporation, firm, association, partnership, trust or other legal entity.
- (t) Plat means the plat of survey for the Oak Forest Commons Commercial Condominium prepared by CAGE Engineering dated February 4, 2026 attached as Exhibit "C".
- (u) Unit or Units means that portion of the Condominium intended for separate ownership and use, as more particularly described herein and shall include the undivided ownership in the Common Elements assigned to the Unit hereunder. The Units in this Condominium include **Units 1 and 2**, all as set forth on Exhibit "D".

3. **UNITS, BOUNDARIES, AND CONVERTIBLE LAND.**

Upon the recording of this Declaration, the Condominium shall contain **two (2) Units**, the Limited Common Elements, the Common Elements, and the Convertible Land, as shown on the Plat.

- (a) Boundaries. Each Unit includes that part of the Building that lies within the boundaries described in subsections (i) and (ii), below, as applicable.
 - (i) Vertical Boundaries. The vertical boundaries of each Unit shall be the vertical planes of the unfinished surfaces of the interior walls of the Unit. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served thereby shall be the common wall side of the surface of the sheetrock or other wall material attached to such common

wall. The vertical boundaries include the sheet rock on the Unit side of the walls, and they are extended to their intersections with each other and the upper and lower horizontal boundaries of the Unit.

- (ii) Horizontal Boundaries. The upper horizontal boundary of each Unit shall be the plane that is below the unfinished upper surface of the Unit. The lower horizontal boundary of each Unit is the lowermost surface of the exterior unfinished surface of the subflooring of the Unit, with the flooring and subflooring constituting part of the Unit.

If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit shall be deemed to be a part of that Unit; any portion thereof serving more than one Unit shall be a Limited Common Element (as provided in Section 5(a)) and any portion thereof serving the Common Elements shall be deemed a part of the Common Elements. Riser rooms and sprinkler rooms exclusively serving a Unit, and entry doors and exterior glass surfaces (including windows and glass doors), exclusively serving the Unit shall be included within the boundaries of the Unit. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, (a) that percentage of the right, title and interest in the Common Elements attributable to such Unit, (b) membership in the Association and an undivided interest in the funds and assets held by the Association; and (c) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit, if any; and (d) other appurtenances as may be provided by this Declaration or the Act.

- (b) Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Owner for that Owner's Unit and its corresponding percentage of ownership in the Common Elements as provided in the Act; provided, however, that until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.
- (c) Convertible Land. This Condominium includes Convertible Land, **as shown on the Plat**, and as more fully described and controlled below. Declarant reserves the right to create Units within the Convertible Land, as follows:
 - (i) Description of Convertible Land. Convertible Land includes any portion of the Building subject to this Declaration not located within the boundaries of a Unit.
 - (ii) Declarant may elect to convert any portion the Convertible Land to additional Units in accordance with this Declaration.

- (iii) Permitted Use. Units created out of the Convertible Land shall be subject to the provisions of this Declaration (including, without limitation, the covenants and restrictions set forth in Section 12 herein).
- (iv) Reserved Right to Create Limited Common Elements. Declarant reserves the right to create Limited Common Elements within the Common Elements, to assign such Limited Common Elements to Units created out of the Convertible Land, and to designate Common Elements that may subsequently be assigned as Limited Common Elements.
- (v) Undivided interest in the Common Elements, Participation. Each Owner of a Unit created within the Convertible Land shall be entitled to an undivided interest in the Common Elements and considered a Member as defined in Section 6 herein.

4. **COMMON ELEMENTS.**

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit or Convertible Land, which Common Elements include the following: all structural parts of the Building (including the exterior walls of the Building but excluding the roof), paved areas and walkways, exterior lighting, fences, landscaping, pylon signs, monument signs, exterior trash receptacles intended for public use, public utilities not exclusively serving a Unit (or more than one Unit but less than all Units), exterior stairwells and loading docks not exclusively serving a Unit (or more than one Unit but less than all Units), concrete bollards, lock boxes, fire control panels, fire risers, and fire hydrants. Any structural component of the Building (other than the roof, which is expressly deemed a Limited Common Element except with respect to replacement), even if located within a Unit, shall be part of the Common Elements.

Ownership of the Common Elements shall be held by the Owners as tenants in common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth in Exhibit "D", computed in accordance with the Act. Such percentages may be altered only with the consent of all Owners and First Mortgagees, or such lesser number as may be prescribed by the Act or as otherwise provided in this Declaration, provided that, in the event that Declarant elects to convert the Convertible Land to additional Units in accordance with this Declaration, the percentages shall be automatically recalculated without the need for consent.

The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

5. **LIMITED COMMON ELEMENTS.**

- (a) General. Each Owner shall have the right to (i) the exclusive use and possession of the Limited Common Elements exclusively serving the Unit of such Owner, which right shall be appurtenant to and shall run with title to such Unit, and (ii) the use and possession of the Limited Common Elements serving the Unit of such Owner in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Owners of any such other Units to which such Limited Common Elements shall respectively appertain. The Limited Common Elements include:
- (i) any portion of any HVAC or other utility system (including the duct work from such system) or vent (including all piping in connection with such vent) which serves a Unit or more than one Unit, but less than all Units, is assigned as a Limited Common Element to the Units so served;
 - (ii) the portion of the roof appurtenant to a Unit is assigned as a Limited Common Element to such Unit;
 - (iii) loading docks and exterior stairwells serving only one Unit (or more than one Unit but less than all Units) are Limited Common Elements to the Units served;
 - (iv) any balcony or deck attached to and serving only one Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;
 - (v) any utility meter or utility meter area serving only one Unit or serving more than one Unit, but less than all Units, is assigned as a Limited Common Element to the Units served.
- (b) Assignment and Reassignment. The Board, without need for a membership vote, is hereby authorized to assign and reassign Limited Common Elements and to assign Common Elements, not previously assigned, as Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of the Act, as modified and supplemented from time to time. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, and a Limited Common Element may be reassigned by the Board, without need for a membership vote, upon written application to the Board by the Owner or Owners requesting the exclusive use of such Common Element, or in the case of a reassignment of a Limited Common Element, upon written application to the Board by the Owner(s) of the Unit(s) to which the Limited Common Element appertains and the Owner(s) of the Unit(s) to which the Limited Common Element is to be reassigned. The Board has the right and authority to approve or disapprove any such application; provided, however, that so long as Declarant owns at least one (1) Unit, it shall be mandatory that the Board approve any such application upon request made by Declarant with respect to such Unit. Upon Board approval of the application, an amendment to the Declaration

assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element shall be prepared and executed on behalf of the Association, without need for a membership vote, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in the Act. Assignments and reassignments of Limited Common Elements and assignments of Common Elements other than as provided in this subsection are prohibited.

6. **ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.**

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit, excluding Mortgagees, are members of the Association (“Members”) and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Membership in the Association shall automatically terminate upon the termination of ownership of a Unit and the subsequent Unit Owner(s) taking title shall automatically become Members. The total number of votes of all Members shall total one hundred (100). Each Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to the Unit owned by such Owner as set forth on Exhibit “D”; provided that when thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified in this Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable. In the event that Declarant elects to convert the Convertible Land to additional Units in accordance with this Declaration, the number of votes shall be reallocated among the Members on the basis of the new percentage of ownership interest in the Common Elements appurtenant to each Unit.

The votes of each Owner shall be exercised in accordance with the provisions of the Bylaws and the Articles of Incorporation, but when more than one Person holds an ownership interest in a Unit, the vote attributable to that Unit shall be exercised as its Unit Owners collectively determine.

7. **ALLOCATION OF LIABILITY FOR COMMON EXPENSES.**

Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit shown on Exhibit “D.” In the event that Declarant elects to convert the Convertible Land to additional Units in accordance with this Declaration, the liability for Common Expenses shall be reallocated in accordance with the new percentage of undivided interest in the Common Elements appurtenant to each Unit.

- (a) Common Expenses. Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the above allocation of liability for Common Expenses.

- (b) Special Assessments. In addition to Common Expenses, the Board may levy “Special Assessments” as provided in this Declaration and in the Act, for the following expenses:
- (i) Costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
 - (ii) Fines levied pursuant to this Declaration or the Bylaws and the cost of maintenance performed by the Association for which the Owner is responsible under Section 15 of this Declaration.
 - (iii) Any Common Expenses benefiting less than all the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received.
 - (iv) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all the Units, or by the Occupant(s), licensees or invitees of any such Unit(s), may be specially assessed against such Unit(s).

For purposes of this subsection, nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit among all Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

Special Assessments shall be payable in lump sums or installments, payable over more than one calendar' at the Board's discretion; provided that if such Special Assessments cause the total assessments (including any Special Assessments) payable in the current calendar year to exceed 115% of the sum of all regular and Special Assessments payable during the preceding calendar year, Unit Owners with twenty percent (20%) of the votes of the Association may petition the Board in writing within 21 days of the Board action to call a meeting of the Unit Owners within 30 days of the delivery of such petition to the Board. Unless a Majority of the total votes of the Unit Owners are cast at the meeting to reject the Special Assessment, it is ratified. Any Special Assessments for expenditures relating to an emergency or mandated by law may be adopted by the Board without being subject to Unit Owner approval pursuant to this Section 7 or the Bylaws.

8. ASSOCIATION RIGHTS AND RESTRICTIONS.

In addition to all other rights it may have, the Association, acting through the Board, shall have the right:

- (a) in accordance with Section 18.4(j) of the Act, and as otherwise provided herein, to enter any portion of the Condominium for maintenance, emergency, security or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board, officers, agents, employees or managers; except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable notice to the Owner or Occupant;

for purposes hereof, an emergency justifying immediate entry into a Unit shall include the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation, or sounds indicating that an individual or animal might be injured or sick and require immediate medical attention; no one exercising the rights granted in this subsection shall be liable for trespass, damages or in any other manner by virtue of exercising such rights; the failure to exercise the rights herein or to exercise such rights in a timely manner shall not create liability for any of the above-referenced parties, it being deemed and agreed that no duty to enter a Unit or any other portion of the Condominium shall exist;

- (b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and Common Elements;
- (c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 18.4(1) of the Act, as amended (which shall not be construed as limiting any other legal means of enforcement);
- (d) to grant permits, licenses, utility easements and other easements, over and through the Common Elements;
- (e) to control, manage, operate, maintain, improve and replace all portions of the Common Elements;
- (f) to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration;
- (g) to represent the Owners in dealing with governmental entities with respect to the Common Elements;
- (h) to require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or to install such meters and assess the costs thereof against each Unit as provided herein;
- (i) to acquire, hold, and dispose of tangible and intangible personal property and real property;
- (j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs, improvements or modifications to Units based on criteria adopted by the Board, which may include insurance requirements, deposits for use of any trash receptacle, if any, and construction deposits to be paid to the Association; costs for repair of damage to the Condominium due to or as a result of such work may be deducted from construction deposits and any additional costs

may be specially assessed against the Unit pursuant to Section 8(b) of this Declaration;

- (k) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, electrical or other utility system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit as existed prior to the relocation; and
- (l) to close permanently or temporarily any portion of the Common Elements (except for the Limited Common Elements, any Common Elements the use of which is reasonably necessary for access to or egress from a Unit, and any portion of the Common Elements over, on or upon which the Declarant has an easement) with thirty (30) days prior notice to all Owners, except that in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing; notwithstanding the above, the Owners may re-open closed Common Elements by a Majority of the total Association vote cast at a duly called special or annual meeting; and
- (m) hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. Declarant or an affiliate of Declarant may be appointed as managing agent or manager. The Board shall use reasonable efforts in any management contract to provide for a termination right in such contract, with or without cause and without penalty, upon no more than ninety (90) days written notice, and for a term not in excess of one (1) year.

9. ASSESSMENTS.

- (i) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses (sometimes hereinafter referred to as “Assessments”) provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants as may be more specifically authorized by the Board.
- (ii) Annual Budget and Assessments. No later than November 1st of each year, the Board shall prepare and distribute to all Unit Owners a detailed proposed annual budget for the next calendar year covering the estimated costs of operating the Condominium for such year, which shall include (i) reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of Common Elements; (ii) costs of carrying out the Association’s powers and duties; and (iii) any other expenses designated as Common Expenses by the Act or the Condominium Instruments, provided, however, that such proposed annual budget

shall be furnished to each Owner at least 30 days prior to its adoption by the Board. The budget shall also set forth each Unit Owner's proposed Common Expense assessment. The budget and the assessment shall become effective, unless rejected at a duly called and constituted Association meeting by a vote of a Majority of the total votes of the Owners and, so long as the Declarant has the authority to appoint and remove directors of the Association, the Declarant. The initial budget and Common Expense assessment shall be adopted prior to the conveyance of any Unit.

If the membership rejects the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

The Board may propose a new budget at any time during the year at a special Association meeting. The proposed budget and assessment shall be delivered to the Members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

- (iii) Liability for Assessments. Each Owner of any Unit, regardless of the method by which title is acquired, shall be personally, and jointly and severally, liable for the payment of (i) all Common Expenses; and (ii) Special Assessments as provided for in Section 7(b) of this Declaration, that become due and payable while such Owner holds title to such Unit.
- (iv) Payment of Assessments. On or before January 1st of each calendar year, and on the first day of each calendar month thereafter, each Owner shall pay one-twelfth (1/12) of such Owner's proportionate share of the Common Expenses detailed in the annual budget. No Owner may be exempted from liability for, or otherwise withhold, payment of assessments for any reason whatsoever, including nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.
- (v) Delinquent Assessments. All assessments and related charges not paid on or before the due date are delinquent and constitute a default hereunder. Any installment of monthly assessments or any part thereof not paid in full within ten (10) days of the due date is subject to a late charge equal to ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, which may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act shall accrue from the due date. The Association will have a lien on the interest of each Owner's Unit for any unpaid assessments on such Unit, with any

interest, late charges, reasonable attorney fees and costs of collection incurred in enforcing the lien.

- (vi) Special Assessments. In addition to the annual assessment provided for in Section 9(b) of this Declaration, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the total assessments (including any Special Assessments) payable in the current calendar year to exceed 115% of the sum of all regular and Special Assessments payable during the preceding calendar year. Unit Owners with twenty percent (20%) of the votes of the Association may petition the Board in writing within 21 days of the Board action to call a meeting of the Unit Owners within 30 days of the delivery of such petition to the Board. Unless a Majority of the total votes of the Unit Owners are cast at the meeting to reject the Special Assessment, it is ratified.
- (vii) Surplus Funds. Pursuant to Section 9(c)(5) of the Act, any surplus of funds over actual expenses, including budgeted reserve fund contributions, shall be, at the Board's option, distributed as follows: (i) added to the Association's reserve fund; (ii) credited to the Owners' next chargeable assessment in proportion to the liability for Common Expenses attributable to each Unit, or (iii) returned to the Owners in the form of a direct payment to the Owners; or (iv) maintain the funds in an operating account, in which case the funds shall be applied as a credit when calculating the following year's annual budget.

10. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 12 of the Act, as amended, as set forth in more detail in Section 3.3 of the Bylaws.

11. REPAIR AND RECONSTRUCTION.

- (a) Application of Insurance Proceeds. In the event of damage to or destruction of all or any part of the Property as a result of fire or other casualty, and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, are sufficient to pay the cost of repair, restoration or reconstruction, then the Board or its agent shall proceed with such restoration, repair, replacement or reconstruction and shall apply the insurance proceeds to such reconstruction in accordance with Section 11(f), below. In the event of substantial damage or destruction, each institutional holder of a first Mortgage shall be entitled to written notice of the damage, in accordance with Section 16 of this Declaration.
- (b) Cost Estimates. Promptly after a fire or other casualty causing damage to the Condominium, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the same condition which existed before such casualty, with each Unit and the

Common Elements having the same vertical and horizontal boundaries as before, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(c) Insufficient Insurance Proceeds.

- (i) If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one-hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply, as outlined in Sections 11(c)(ii) and (iii), below.
- (ii) In the case of fire or other destruction in which fewer than one-half of the Units are rendered untenable and the insurance proceeds are insufficient to reconstruct the Building, then, upon the affirmative vote of at least three-quarters (3/4) of the Members at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting, the Board or its representatives shall present to the Members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit. Unless at least three-quarters (3/4) of the Members at such meeting vote to reconstruct the Building or portion of the Property so damaged or destroyed or such damaged portion is withdrawn from the Act in accordance with the terms of this Declaration, then the provisions of Section 14(1) of the Act shall apply.
- (iii) If the insurance proceeds are insufficient to reconstruct the Building, then upon unanimous affirmative vote of the Members at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest in each remaining Unit. If only a portion of the Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited

Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Owner shall cease.

- (d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.
- (e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Section, to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

12. COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY.

To provide for the cooperative purposes for which the Association was established and to preserve the value of the Units, the use of the Condominium shall be restricted as follows:

- (a) Use of Units. Units may be used for retail, office, professional, business and commercial purposes, as permitted by applicable zoning ordinances and regulations applicable to the Condominium.
- (b) Parking. The Common Elements include parking areas. At the time of the recording of this Declaration, there are no Limited Common Element parking spaces, but the Association reserves the right to assign parking spaces as Limited Common Elements appurtenant to one or more Units at any time in the future.
- (c) Alteration of Units. Subject to the other provisions of this Declaration, alterations to the interiors of Units, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:
 - (i) Alterations to the Interiors of the Units. No Owner or Occupant may make any alteration which involves connecting to Common Element pipes, lines, conduits or other apparatus for access to common utilities without prior written Board approval; provided that any such line which enters any Unit may be divided or connected to in connection with any use in a Unit, including, without limitation, any subdivision thereof. No Owner or

Occupant shall make any modifications (interior or exterior) to, or place an excessive load on, any structural or load bearing portions of a Unit or building without prior written Board approval. Such approval shall not be granted by the Board unless the Owner has presented to the Board a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit, the building and the Condominium. All building code requirements must be complied with by the Owner or Occupant and necessary permits and approvals secured by the Owner or Occupant for any modifications. Notwithstanding the above, an Owner desiring to make any modifications or alterations to a Unit, regardless of whether such Owner believes that such modifications will affect the Common Elements or structure or load bearing portions of a Unit or building, must make application to the Board in order for the Board to make the determination of whether the Board's approval is required.

In accordance with Section 31 of the Act, to the extent a Unit or Units are subdivided in accordance with this Declaration and the Act and the Owner of a Unit or Units acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the First Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements, so long as (aa) no portion of any structural or load bearing wall, column or other portion of the building or Unit(s) is materially weakened or removed, (bb) the Board has approved plans for the foregoing, and (cc) no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, which shall be relocated by such Owner if such facilities serve any other part of the Condominium. The alterations permitted by this subsection shall not be deemed an alteration or relocation of boundaries between adjoining Units and will not change percentage interest in and to the Common Elements and the allocation of votes and Common Expenses.

- (ii) Relocation of Boundaries. Boundaries between adjoining Units may be relocated only in strict accordance with the provisions of the Act and this Declaration and, for so long as a Declarant owns at least one (1) Unit, only with the prior written consent of the Declarant. A Declarant shall have the right to relocate boundaries between Units owned by such Declarant or its affiliates without the approval of the Association, the Board, or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary.
- (iii) Subdivision of Units. An Owner may subdivide a Unit only in strict accordance with the provisions of the Act and this Declaration.

Notwithstanding the foregoing, a Unit may be subdivided by the Owner thereof into two (2) or more separate Units, provided that any such subdivision of a Unit results in a new Unit being created which contains not less than fifteen hundred fifty (1,550) square feet of space. The Common Elements affected by such subdivision may be located or relocated as required to affect such subdivision, provided that such subdivision is made in compliance with the Act and the following provisions. No rights and obligations with respect to any Unit shall be affected, no percentage of ownership in the Common Elements shall be reallocated, and no such subdivision shall be effective, unless the same is expressly provided for and made in compliance with the requirements of this subsection and the Act.

- (iv) The Owner desiring to make such subdivision shall make written application to the Board requesting an amendment to this Declaration (including Plat and site plans), which application shall (i) contain a survey and site plans of the proposed alterations of the affected Unit or Units and the affected Common Elements, assigning identifying numbers to any Unit created by subdivision; (ii) set forth the proposed reallocation (among the new Units to be created by any proposed subdivision or transfer) of the percentage of interest in the Common Elements appurtenant to the affected Unit or Units; and (iii) set forth whether the Limited Common Elements serving the affected Unit or Units are to be assigned to each new Unit or to fewer than all of the new Units to be created by the proposed subdivision or transfer.
 - (v) No proposed subdivision of a Unit or Units shall be effective unless the structural alterations are first approved in writing, by all holders of the Mortgages on the affected Unit or Units. If so approved by such First Mortgagee, such proposed subdivision shall be effective upon the preparation by the Association of, and the recording of, an amendment to this Declaration, consistent with and reflecting such subdivision, executed by the Association (by and through the Board), the Owner or Owners of the Units involved therein and all holders of Mortgages on such Units, together with an amended Plat, as necessary, approved in accordance with the Act. The Association shall cooperate in effecting such subdivision and the Board shall take such steps as may be necessary to have the required amendment(s) to the Declaration executed on behalf of itself and the Association, if and as necessary. Any expenses incurred in connection with the accomplishing of any subdivision of Units as provided hereunder, including, without limitation, attorneys' fees, shall be paid by the Owner(s) of the Units involved prior to the Association's execution of the amendment, and such Owner(s) shall be jointly and severally liable for the payment thereof.
- (d) Use of Common Elements. There shall be no obstruction of the Common Elements serving the Units nor shall anything be stored on the Common Elements (except in designated areas for such purposes, and in areas which are Limited Common

Elements serving exclusively the Unit of the Owner obstructive such Common Elements) without prior written Board consent, except as specifically provided herein. Each Owner shall be obligated to maintain and keep in good order and repair such Owner's Unit.

- (e) Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owner(s) of the Unit(s) to which such Limited Common Elements are assigned, and said Owner's employees, guests, tenants, and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.
- (f) Nuisance and Improper Uses. Noxious, destructive, hazardous, or offensive activities are prohibited within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health of, or unreasonably annoy, disturb, or cause embarrassment or discomfort to, other Owners or Occupants, or which constitutes, in the sole opinion of the Board, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of the Unit or the Common Elements in any manner which creates disturbing noises that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with such Owner's property or personal rights. Without prior written consent of the affected party, nothing shall be done or kept on the Condominium which would increase the rate of insurance for the Association or any Unit, which would be in violation of any statute, rule, ordinance, regulation, permit or other governmental requirements, or which would increase the Common Expenses. No activity expressly permitted by this Declaration shall be deemed a violation of this Section 12(f).
- (g) No Waste. No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of such Owner's or any invitee of any Owner. Each Owner shall indemnify and hold harmless the Association, the other Owners, the Declarant and its (their) affiliates, and the directors, officers, employees and agents of each of the foregoing, from and against any and all loss to any such Person resulting from any such damage or waste caused by such Owner, members of such Owner or employees, such Owner's or members' guests and invitees, or Occupants of such Owner's Unit.
- (h) No Unlawful Uses. No unlawful use shall be made of the Condominium or any part thereof, and all Owners shall comply with all applicable laws, ordinances, and regulations.
- (i) Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be regularly removed from Units and shall not be allowed to accumulate therein. No garbage or

trash shall be placed on the Common Elements or Limited Common Elements outside Units, temporarily or otherwise, except in trash dumpsters. Rubbish, trash and garbage shall be disposed of in sealed plastic bags and placed either in the trash dumpsters or proper trash receptacles designated by the Board for collection or removal from the Condominium.

- (j) Unsightly or Unkempt Conditions. The pursuit of activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Condominium.
- (k) A portion of Unit 1 is presently or will likely be leased to a fitness and exercise business (“Fitness Tenant”) pursuant to a certain lease (“Fitness Lease”) between Fitness Tenant, as “Tenant” and Declarant, as “Landlord” in effect as of the date of recordation of this Declaration or which will be in effect shortly thereafter. If the Fitness Lease is executed and delivered by Tenant and Landlord, so long as the Fitness Lease is in effect, unless waived by Fitness Tenant, no Unit or portion of the Convertible Land (other than the premises under the Fitness Lease) may be used, leased or sold, in whole or in part, for a health/physical fitness club or Fitness Tenant's incidental activities, including without limitation, aerobic classes, yoga, Pilates, indoor cycling, personal training, weight training, volleyball, swimming, and cardiovascular and resistance machine operation, tanning and therapeutic massage (the “Exclusive Use”).
- (l) Permitted and Exclusive Uses. Notwithstanding any provision herein to the contrary, a portion of the Convertible Land may be used by **Anytime Fitness** (and/or its permitted assignees) pursuant to such tenant’s lease as a health/physical fitness club is expressly permitted. Until the Fitness Lease has terminated (whether or not Fitness Tenant is occupying that premises or it is vacant or occupied by a subtenant or assignee) by its terms or an adjudication, except to the extent the leases with the Occupants of **Units 1 and 2** and Occupants of the Convertible Land in effect at the time this Declaration was recorded do not permit such Occupants to be restricted as hereinafter provided, no portion of the Property may be used or permitted to be used as a health and/or physical fitness club, nor for any of the following activities: aerobic classes, yoga, Pilates, indoor cycling, personal training, weight training, basketball, volleyball, swimming, racquetball, sports and rehabilitation therapy, cardiovascular and resistance machine operation, or fitness and movement classes (collectively, “Fitness Tenant Exclusive Uses”); provided, however, the Fitness Tenant Exclusive Uses shall not be deemed to include or prohibit any of the foregoing services or products provided to patients only in connection with a medical practice within the Property.
- (m) Specific Prohibited Uses. Until the Fitness Lease has terminated (whether or not Fitness Tenant is occupying that premises or it is vacant or occupied by a subtenant or assignee) by its terms or an adjudication, (i) No Owner shall use, or permit any portion of its Unit to be used, as: (i) a billiard room or pool hall; (ii) gambling

establishment; (iii) marijuana dispensary, (iv) car wash within 100 feet of the Premises; (v) night club; (vi) dance hall; (vii) bar or tavern, except ancillary to a restaurant; (viii) pawn shop; (ix) “adult” book or video store; (x) facility providing massage services (other than a massage operator commonly found in retail centers, such as Massage Envy); (xi) training or education facility (except one tutoring/learning center); (xii) beauty school or barber college; (xiii) reading room; (xiv) auction house; (xv) auditorium; (xvi) meeting hall, (xvii) church or place of public assembly; (xviii) flea market or second-hand store (other than an antique store or a high quality used merchandise store such as Play It Again Sports or Game Stop); (xix) veterinary services if ancillary to a national retail chain or vaccination clinic; (xx) for the sale or display of motor vehicles, boats, trailers, or motor homes (excluding Enterprise or their replacements); or (xxi) call center/phone bank, or for any noxious use.

- (n) **Convertible Land Exclusive Uses.** During the term of this Declaration, no Owner shall lease or permit any person or entity to occupy space in any Unit for any use that is set forth as an exclusive use of an Occupant of any portion of the Convertible Land on Exhibit “E” attached hereto. Notwithstanding the foregoing, such prohibition on the exclusive use provisions set forth in Exhibit “E” shall only remain in effect so long as the lease or other written agreement pursuant to which such exclusive use is granted is valid and binding, and upon the expiration or termination of such lease or agreement pertaining to such exclusive use, the exclusive use shall be deemed removed from Exhibit “E” without the need for a written amendment to this Declaration.
- (o) **Sign Criteria.** Declarant, or subsequently the Board, shall have sole and absolute discretion over the size, type, style, content, location, appearance and design of the signage contemplated in this Declaration.

13. **LEASING.**

- (a) **General.** Units may be leased for uses consistent with this Declaration. Units may be leased in their entirety or may be subdivided into smaller leasable spaces of at least fifteen hundred (1,500) square feet. Within fifteen (15) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with the name of the lessee and all other occupants of the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Association’s rules and regulations.
- (b) **Compliance with Declaration, Bylaws, and Rules and Regulations, Use of Common Elements, and Liability for Assessments.** Each Owner and each lessee, by occupancy of a Unit or any portion thereof, covenant and agree that any lease for a Unit or any portion thereof shall contain the following language and agree that if such language is not expressly contained therein, then such language shall be deemed to be incorporated into the lease by existence of this covenant on the Unit:

- (i) Compliance With Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and any Association rules and regulations adopted pursuant thereto, and shall control the conduct of all other Occupants and invitees of the leased Unit in order to ensure such compliance. The Owner (lessor) shall exercise its reasonable efforts to require that all Occupants of such Owner's (lessor's) Unit to comply with the Declaration, Bylaws, and Association rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such applicable Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or any of lessee's employees, violate the Declaration, Bylaws, or an Association rule or regulation for which a fine is imposed, notice of the violation shall be given to the lessor and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the lessor shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, or Association rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any invitee of lessee, is deemed to be a default under the terms of the lease, enforceable by the Board or the Association and the lease shall be deemed to expressly so provide.

- (ii) Use of Common Elements. The lessor transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the lessor has, with respect to the leased premises, to use the Common Elements.
- (c) Applicability. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by a Declarant, the Association, or the Holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.
- (d) Insurance. If the use or occupancy of any lessee occupying any Unit causes or results in any increase in insurance premiums paid by the Association, the Owner shall be liable for such increase, which shall be paid as part of such Unit's Assessments.

14. SALE.

- (a) Sale of Units. Except for Declarant, an Owner intending to transfer or sell a Unit or any interest in a Unit shall give written notice to the Board of such intention within thirty (30) days after execution of a purchase agreement or contract. The Owner shall furnish to the Board as part of the notice (i) the name and address of the

intended grantee; and (ii) such other information as the Board may reasonably require. This provision shall not be construed to create a right of first refusal in the Association or in any third party. Promptly after receiving title to a Unit, the acquiring Owner shall give written notice to the Board of such Owner's ownership of the Unit. Upon failure of an Owner to give the required notice within the thirty (30) day period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining such Owner's identity. In the event of a resale (i.e., any sale made after the initial sale) of any Unit by an Owner other than the Declarant, and within thirty (30) days after written request by such Owner, the Board shall deliver a copy of each of the documents and make the disclosures required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

- (b) Sale of Property. At a meeting duly called for such purpose and attended by all Owners, the Owners by affirmative vote of Owners who own seventy-five percent (75%) or more in the aggregate of the entire percentage ownership interest in the Common Elements may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved, the Board shall give written notice of such action to each First Mortgagee. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

15. **MAINTENANCE RESPONSIBILITY.**

- (a) Units. Except to the extent otherwise provided in Sections 15(b) and (c), each Owner shall maintain, repair and replace (except roof replacement, which shall be the Association's responsibility under Section 15(b)) all portions of such Owner's Unit and all Limited Common Elements, including the roof over such Unit (except replacement), all glass surfaces (including exterior cleaning), windows, window frames and casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit; the HVAC system assigned as a Limited Common Element of the Unit or otherwise serving the Unit exclusively; and all pipes, lines, ducts, conduits, or other apparatus which serve the Unit exclusively, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall:

- (i) keep in a neat, clean and sanitary condition any Limited Common Elements serving such Owner's Unit;
- (ii) to perform such Owner's maintenance responsibilities in such manner so as not to unreasonably disturb other persons in other Units;

- (iii) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and
 - (iv) to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which is necessitated by reason of the willful or negligent act of the Owner or such Owner's employees, tenants, or invitees, with the cost thereof to be added to and become part of the next chargeable assessment to such Owner's Unit.
- (b) Common Elements. Subject to the terms of Section 15(c) below, the Association shall maintain, repair and replace, as part of the Common Expenses, all of the Common Elements (but expressly excluding any Limited Common Elements assigned to a Unit, except as otherwise expressly provided), including the following:
- (i) all structural, exterior and interior components of the Building which are not contained within a Unit;
 - (ii) the roof of the Building, except that the Association shall only be responsible for replacement, not maintenance or repair;
 - (iii) drainage and stormwater management systems;
 - (iv) any landscaping and sprinkler systems within the Condominium;
 - (v) all parking areas, walkways and other paved or concrete areas within the Condominium, including snow clearing of such surfaces, unless such areas are otherwise owned or maintained by another party; and
 - (vi) exterior surfaces of the Condominium buildings (excluding entry doors and door frames and exterior windows and window frames) on a schedule to be determined by the Board.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall not be liable for injury or damage to person or property caused by or resulting from the elements, the Owner of any Unit, any other Person, any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements, or any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner, or any Owner's Occupants, employees, or invitees for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupants, employees, or invitees, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or any inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

The Association shall repair any damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint- ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint-ready").

- (c) Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair, or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have thirty (30) days from the date of the notice within which to complete maintenance or repair, or if the maintenance or repair cannot be completed within such period, to commence replacement or repair within such thirty (30) day period and diligently pursue completion of such replacement or repair. If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner

is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is part of the Common Elements and is caused through the willful or negligent act of any Owner or Occupant or their employees, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, and the cost thereof shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

(d) Measures Related to Insurance Coverage.

(i) The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require.

(ii) In addition to any other rights the Association may have, if any Owner does not comply with any requirement made by the Board pursuant to Section 15(e)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section 15(e)(i), including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

(e) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

16. **RIGHTS OF FIRST MORTGAGEES.**

- (a) Consent. Unless Owners of the percentage of the Units required under this Declaration or the Act, as applicable, and their First Mortgagees give their consent, the Association or the membership shall not:
- (i) by act or omission seek to remove the Condominium from the provisions of the Act;
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of levying assessments or charges, allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of each Unit in the Common Elements;
 - (iii) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;
 - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or
 - (v) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this subsection shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Section.

- (b) Common Expenses. Any purchaser of a Unit at a judicial foreclosure sale, other than a Mortgagee, who takes possession of a Unit pursuant to a court order or a purchaser who acquires title from a Mortgagee shall have the duty to pay the proportionate share, if any, of the Common Expenses for the Unit which would have become due in the absence of any acceleration during the six (6) months immediately preceding initiation of an action to enforce collection, and which remain unpaid by the Owner during whose possession the Common Expenses accrued. If the outstanding Common Expenses are paid at any time during any action to enforce collection, the purchaser shall have no obligation to pay any Common Expenses which accrued before such purchase acquired title.
- (c) Notice. Upon written request to the Association identifying the name and address of the Mortgage holder and the Unit number or address, any First Mortgagees, or insurer or guarantor of a first Mortgage on a Unit, will be entitled to timely written notice of:

- (i) any proposed amendment of the Condominium Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; or (d) the purposes to which any Unit or the Common Elements are restricted;
- (ii) any proposed termination of the Condominium; any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such First Mortgagee;
- (iii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such First Mortgagee which remains unsatisfied for a period of sixty (60) days;
- (iv) Construction of this Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or Illinois law for any of the actions set forth in this Section.

17. **GENERAL PROVISIONS.**

- (i) Rights of Declarant. Until the time established by the Declaration or the Bylaws for the election of the initial Board by the Unit Owners, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Declarant, which may be exercised by the designation of an initial Board in accordance with Sections 1.1 and 3.1 of the Bylaws. If the initial Board shall not be elected by the Unit Owners at the time established by this Declaration or the Bylaws, the Declarant shall continue in the aforesaid office for a period of thirty (30) days after written notice of its resignation is sent to all Unit Owners entitled to vote at such election. In exercising such rights, and the other rights reserved by the Declarant under this Declaration, the Declarant shall not be under any disability which would otherwise be imposed by law by reason of the Declarant's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith.
- (ii) Security. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium and the Units safer than they otherwise might be. HOWEVER, THE ASSOCIATION, DECLARANT, THEIR PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE

CONDOMINIUM, NOR SHALL ANY OF THE FOREGOING BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. FURTHERMORE, THERE IS NO GUARANTEE FROM ANYONE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR IS THERE ANY GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, DECLARANT, THEIR PARTNERS AND AFFILIATES, ANY SUCCESSOR DECLARANT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, ARE NOT INSURERS AND THAT EACH PERSON USING THE CONDOMINIUM ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PROPERTY, TO UNITS, AND TO THE CONTENTS OF UNITS AND THE STRUCTURES THEREON RESULTING FROM ACTS OF THIRD PARTIES.

- (iii) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.
- (iv) Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint

and remove directors and officers of the Association, as set forth in Article III, Section 2 of the Bylaws, the Board may negotiate the resolution of any alleged defect(s) in the Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same Any such settlement and release shall bind all Owners and their successors and assigns This subsection may not be amended without the written consent of the Declarant Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the total Association vote of the non-interested Owners. This subsection shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Section 11, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This subsection shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above and such amendment is consented to in writing by the Declarant.

- (v) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.
- (vi) Parking Areas. The Declarant, its affiliates, and the Association, and any director, officer, employee or agent of any of the foregoing, shall not be liable for loss or damage to any property, including, without limitation, vehicles, placed or kept in any parking space or area in or near the Condominium. All Owners, Occupants and other Persons who use a parking space or area in or near the Condominium do so at their own risk.
- (vii) Successor Declarants. Any successor to a Declarant shall not be responsible or subject to liability, by operation of law, or through the purchase of such Declarant's interest in the Condominium or any portion thereof at foreclosure, or otherwise, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time the successor succeeded to such interest of the Declarant.
- (viii) Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee, shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Condominium.

18. **EMINENT DOMAIN.**

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, be: (a) distributed to the Owners pursuant to Section 14.1 if the Act, as amended, (b) credited to future assessments due from the Owners, or (c) allocated to the Owners and deposited into the Association's operating account or reserve account to be applied to Common Expenses. Each institutional holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds.

19. **EASEMENTS.**

- (a) **Use and Enjoyment.** Each Owner and Occupant shall have a right and non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from such Owner's or Occupant's Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units, (ii) the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration, including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein and in the Bylaws, and (iii) the right of the Association to have access to the Units and Limited Common Elements to discharge its rights and obligations under the Condominium Instruments, including, without limitation, the maintenance responsibility of the Association. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.
- (b) **Declarant Easements.** So long as a Declarant owns at least one (1) Unit which has never been sold, such Declarant and its affiliates, contractors, representatives, agents, assigns and employees shall have (i) an easement on, over, through, under and across the Condominium for the construction, installation, maintenance, repair, restoration and use of signs, sales offices, business offices, construction trailers, promotional facilities and model Units on the Condominium, together with such other facilities as in the opinion of such Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, marketing or sale of the Condominium or the Units therein, and (ii) a transferrable easement on, over, through, under and across the Common Elements for the purpose of construction, installation, repair, and restoration of buildings, landscaping and any other improvements on the Condominium or any portion thereof in connection with combining, subdividing, altering and/or modifying any

unsold Unit, and for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium.

- (c) Utilities. To the extent that a sprinkler system, if any, or any utility or telecommunications line, duct, cable, pipe, wire or conduit serving any Unit, Units, or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units or the Common Elements shall be burdened with a non-exclusive easement for access to, and the use, maintenance, repair and replacement of such sprinkler system, utility or telecommunications line, duct, cable, pipe, wire or conduit, such non-exclusive easement to be in favor of the Unit, Units or Common Elements served by the same and the Association. Maintenance, replacement and repair of any such sprinkler system, utility line, pipe, line, conduit, duct or wire shall be as otherwise set forth in this Declaration. In such circumstance, the Person for whose benefit such work is being done shall promptly restore at its sole cost any damage to any Unit resulting from performance of any such work. Each Mortgagee of a Unit shall be deemed to consent to and be subordinate to any easement granted hereunder and also grants such power of attorney to the Board or Association to effectuate the foregoing.

- (d) Easement in Favor of Association. A blanket easement over the Property is hereby granted to the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of any management company for the Property, and any suppliers of water or utility services to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

- (e) Signage Easement. To and for the benefit of the Declarant, in compliance with applicable laws, codes and ordinances, the following easement rights to install, affix, repair, replace and maintain (i) all directional signage now or hereafter located on the Common Elements; (ii) any trade signage for Occupants of the Building which may be located on the exterior facade of a Unit in the Building, and (iii) all pylon or monument signs now or hereafter located on the Common Elements, including the trade sign panels identifying any Occupants of the Building currently placed on, or to be placed on, such pylon or monument sign. The easements rights reserved in this Section 19(e) shall be perpetual and non-exclusive and shall include the reservation of easement rights described in Sections 19(b)-(d), above, for purposes of installing, repairing, maintaining and replacing any necessary cables, pipes, lines, conduits and other facilities necessary to supply power to such signage. The signage easement rights reserved in this Section 19(e) shall automatically transfer to the Association at such time as Declarant holds legal title to, or the beneficial interest in any trust holding legal title to, any Unit. Declarant shall have sole and absolute discretion over the size, type, style, content, location, appearance and design of the signage contemplated in this Section 19(e),

provided that such signage shall comply with the requirements of this Declaration in Section 12(m) and all applicable laws, codes and ordinances. Declarant, or its assignee, shall maintain the signage allowed by this Section in good condition and repair, shall pay for all utilities consumed in connection therewith and shall comply with all applicable laws, codes and ordinances, including obtaining and maintaining all permits and licenses.

- (f) Streets and Utilities Dedication. At a meeting called for such purpose, two-thirds (2/3) or more of the Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

20. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote of the members of the Association holding two-thirds (2/3) or more of the total eligible vote with respect to the Units. As long as a Declarant owns at least one (1) Unit, any amendment to this Declaration or the Bylaws shall require the written consent of such Declarant. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the land records of the county in which the Condominium is located. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with this Declaration. Owners whose voting rights have been suspended pursuant to this Declaration or the Bylaws shall not be counted toward the amendment requirement.

In addition to the above, material amendments to this Declaration are subject to approval by First Mortgagees who represent at least fifty-one percent (51%) of the votes of the Units that are subject to Mortgages held by First Mortgagees. Notwithstanding the above, the approval of any proposed amendment by a First Mortgagee shall be deemed implied and consented to if the First Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the First Mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Material amendments are those which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Elements;

- (f) Responsibility for maintenance and repair of the Condominium;
- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except the submission of any of the Additional Property to the Condominium as set forth in this Declaration,
- (h) Boundaries of any Unit;
- (i) The interests in the Common Elements or Limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Unit in the Condominium;
- (m) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations set forth below; and
- (n) Amendment of any provisions which are for the express benefit of First Mortgagees or insurers or guarantors of first Mortgages on Units in the Condominium.

Notwithstanding the foregoing, but provided there is no adverse effect on any Unit or the Owner or tenant thereof, the Declarant or the Board, without the necessity of a vote from the Owners, may amend this Declaration or the Bylaws (aa) to comply with any applicable state, city, county or federal law, (bb) to bring the Condominium into compliance with applicable laws, rules, regulations and requirements, and (cc) to correct scrivener's errors.

No provision of this Declaration or the Bylaws which reserves or grants special rights to Declarant, or its affiliates shall be amended without the prior written consent of a Declarant and any affiliates affected by such amendment, so long as such Declarant or such affiliates, as the case may be, own at least one (1) Unit.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

21. **SEVERABILITY.**

Invalidation of any of the covenants or restrictions set forth in this Declaration, by judgment or court order or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned duly authorized officer of Declarant has executed this Declaration this ____ day of _____, 2026.

DECLARANT

TBD LLC 1

By: _____
Name: _____
Title: _____

TBD LLC 2

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Legal Description of Submitted Property

LOTS 1, 2, 3, 4, 5, AND 6 IN THE OAK FOREST COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF OAK FOREST COMMONS, RECORDED AS DOCUMENT 0626534073, A SUBDIVISION IN PART OF THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 2008 AS DOCUMENT 818231097, IN COOK COUNTY, ILLINOIS.

EXHIBIT “B”

BYLAWS

OF

OAK FOREST COMMONS

COMMERCIAL CONDOMINIUM ASSOCIATION

ARTICLE 1
ADMINISTRATION

1.1. Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the “Board”), which shall consist of five (5) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Unit Owners, the Board shall consist of three (3) persons and the Declarant shall have the right to designate and select the persons who shall serve as members of the Board or to exercise the powers of the Board as provided in the Act. Except for directors so designated by the Declarant, each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, limited liability company, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board. If a Unit Owner owns more than one Unit and is a corporation, partnership, limited liability company, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner’s agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his or her term, he or she shall thereupon cease to be a director, and his or her place on the Board shall be deemed vacant.

1.2. Association. The Association has been, or will be, formed as a not for profit coloration under the General Not for Profit Corporation Act of 1986 of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) the OAK FOREST COMMONS COMMERCIAL CONDOMINIUM ASSOCIATION and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the “**Board of Managers**” for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he or she shall

be a Unit Owner and such membership shall automatically terminate when he or she ceases to be a Unit Owner, and upon the transfer of his or her ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

ARTICLE 2 MEMBERS

2.1 Voting Rights.

- (a) There shall be one voting Member for each Unit (“Voting Member”). Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit, or a person designated by such Unit Owner or Unit Owners or the duly authorized attorney-in-fact of such Unit Owner or Unit Owners to act as proxy on his, her or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or such Unit Owner’s duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting and, furthermore, may vote or take any other action as a Voting Member to the extent provided in Section 2.1(b) of the Bylaws. The person(s) designated by the Declarant with respect to any Unit owned by the Declarant shall also have the right to vote at any meetings of the Board for so long as the Declarant shall retain the right to so designate a Board member. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation, limited liability company or partnership, then the voting rights of such Unit Owner or beneficiary may be exercised by an officer, member, manager, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to the Unit of such Unit Owner or group of Unit Owners as set forth in Exhibit D; provided that when thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified in this Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.
- (b) In the event the Voting Member is other than the Unit Owner, is not present at a meeting of the Association and has not voted by proxy, then if the Unit Owner is present, such owner shall be entitled to cast all of the votes allocated to the Unit. In the event the ownership of a Unit is composed of multiple owners and the Voting Member is not present and has not voted by proxy, then if only one of the multiple owners of a Unit is present, such owner shall be entitled to cast all of the votes

allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner who are present. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

2.2 Meetings.

- (a) Quorum. Meetings of the Unit Owners shall be held at the Property or at such other place as may be designated in any notice of a meeting. The presence in person or by proxy at any Unit Owners' meeting of Voting Members or other Unit Owners representing at least twenty (20%) percent of the Units shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Voting Members (or Unit Owners pursuant to Section 2.1(b) of the Bylaws having a majority of the total votes present at such meeting.
- (b) Initial and Annual Meeting. The initial meeting of the Unit Owners shall be held upon no less than twenty-one (21) days written notice given by the Declarant. The initial meeting shall be held no later than the first to happen of (i) sixty (60) days after the date the Declarant has sold and delivered its deed for at least seventy-five (75%) percent of the Units or (ii) three (3) years from the date of the recording of this Declaration. Thereafter, there shall be an annual meeting of the Unit Owners on the second Tuesday of December following such initial meeting, and on the second Tuesday of December of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Unit Owners in accordance with Section 2.3 of the Bylaws.
- (c) Special Meetings. Special meetings of the Unit Owners may be called at any time after the initial meeting provided for in Section 2.2(b) for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of Voting Members (or Unit Owners pursuant to Section 2.1(b) having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate by the Association on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners, and delivered not less than ten (10) days and no more than thirty (30) day prior to the date fixed for such meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

2.3 Notices of Meetings.

- (a) Notices of meetings of the Unit Owners required to be given by this Declaration may be delivered either personally or by mail to the designated Voting Member, addressed to each such person at the address given by the Unit Owner to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board by the Voting Members, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting. The Association (or the Declarant, in the exercise of the powers set forth in Section 17(a) of the Declaration shall furnish any Unit Owner, within ten (10) days of receipt by it of a request therefor, the names, addresses and the number of votes of each Unit Owner entitled to vote at each meeting to elect members of the Board. For purposes of this Section 2.3, a notice shall be deemed “delivered” upon compliance with the notice provisions set forth in Section 2.3(b) of the Bylaws.
- (b) Manner of Giving Notices. Notices provided for in this Declaration and in the Act to be given to the Board or Association shall be in writing and addressed to the Unit address of each member of the Board or at such other address as otherwise provided herein. Notices provided for in this Declaration and in the Act to any Owner shall be in writing and addressed to the Unit address of such Owner, or at such other address as otherwise provided herein. Any Unit Owner may designate a different address or addresses for notices to such Unit Owner by giving written notice of such change or address to the Board or the Association. Notices so addressed shall be deemed delivered when mailed by U.S. registered or certified mail, or upon receipt when delivered by recognized overnight courier service, or when delivered in person with written acknowledgement of receipt thereof, or, if addressed to a Unit Owner, when deposited in such Owner’s mailbox at such address as is designated pursuant hereto.

ARTICLE 3 BOARD OF DIRECTORS

3.1 Board of Directors.

- (i) The initial Board of Directors designated by the Declarant pursuant to Section 1.1 of the Bylaws shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting held as provided in Section 2.2(b). The initial Board may, on behalf of the Declarant, exercise the rights reserved in Section 17(a) of the Declaration. At the initial meeting held as provided in Section 2.2(b), the Voting Members shall elect the Board. In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the

candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the initial meeting five (5) Board members shall be elected. The three (3) persons receiving the highest number of votes shall be elected to a term ending on the date of the second (2nd) annual meeting, and the two (2) persons receiving the next highest number of votes shall be elected for a term ending on the date of the first annual meeting. The election as between candidates receiving the same number of votes shall be determined by lot. Any candidate for election to the Board, and such candidate's representative, shall have the right to be present at the counting of ballots at such election. Upon the adoption of appropriate rules by the Board (including rules to verify the status of the Unit Owner issuing a proxy or casting a ballot), elections may be conducted by secret ballot, whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself. All members of the Board shall be elected at large. Upon the expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, all successors shall be elected for a term of two (2) years each. The Unit Owners owning at least two thirds (2/3) of the Units may from time to time at any annual or special meeting increase or decrease the term of office of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a vote of the Voting Members at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Unit Owners called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board which vacancy shall be filled until the next annual meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty (20%) percent of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Voting Members with twenty (20%) percent of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in Section 2.3, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment or to fill vacancies on the Board; and (ii) the Board shall meet no less than four (4) times each year. Two-thirds (2/3) of the total number of members on the Board shall constitute a quorum. Any member of the Board may succeed himself or herself.

- (ii) Except as otherwise provided in Section 4.2, in the event the Board adopts an annual budget or a supplemental budget or a separate or special assessment which

would result in the sum of all regular and separate or special assessments against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate or special assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate or special assessment, the budget shall be deemed to be ratified, regardless of whether or not a quorum is present.

- (iii) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Unit Owners, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments to this Declaration as provided in this Declaration and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his or her successor shall be duly elected or appointed and qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he or she succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting of the Board. Any officer may succeed himself or herself.
- (iv) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.
- (v) All meetings of the Board, except as otherwise provided by the Act, shall be open to attendance by any Unit Owner, and notice thereof, except as otherwise provided herein, shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by such Unit Owner before the meeting is convened. A copy of such notice of meeting required to be given hereunder shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting. Any vote on matters which may, under the Act, be discussed in a meeting not open to attendance by any Unit Owners, shall be taken at a meeting or portion thereof open to any Unit Owners. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open under the Act by tape, film, or other means

provided, however, that the Board may prescribe reasonable rules and regulations to be given the right to make such recordings.

- (vi) Within sixty (60) days following the election of a majority of members of the Board other than those members designated by the Declarant, the Declarant shall deliver to the Board the following:
 - (i) All original documents as recorded or filed pertaining to the Property, its administration, and the Association, such as this Declaration, Articles of Incorporation for the Association, other condominium instruments, annual reports, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, copies may be provided if certified by affidavit of the Declarant, or an officer or agent of the Declarant, as being a complete copy of the actual document recorded as filed;
 - (ii) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;
 - (iii) Any Association funds on hand which shall have been at all times segregated from any other funds of the Declarant;
 - (iv) A schedule of all real or personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills; and
 - (v) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners and originals of all documents relating to everything listed in this Section 3.1(f)(5).
- (vii) Any Board member may be removed from office, at any time after the election of directors at the initial meeting of Unit Owners pursuant to Section 3.1(a), by affirmative vote of the Voting Members representing at least two-thirds (2/3) of the Units, at any special meeting called for the purpose. A successor to fill the

unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

3.2 General Powers of the Board. The Board shall have the following general powers:

- (a) Subject to the rights reserved by the Declarant pursuant to Section 17.1 of the Declaration, the Board may engage the services of an agent or management company to manage the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board. Subject to the provisions of the Act, any agreement for professional management entered into by the Association may be with the Declarant or an Affiliate of the Declarant or an agent selected by the Declarant; provided, however, that except as it relates to any management agreement in place at the time of the conveyance of the first Unit under this Declaration, any such management agreement shall be on commercially reasonable terms substantially comparable to those available in a third party, arm's length management agreement. The management agreement shall require the management company to furnish a fidelity bond in such amounts and with such provisions as contained in Section 3.3(a)(v). Any management company holding reserve funds of the Association and other associations shall at all times maintain a separate account for each association; provided, however, that for investment purposes, the Board may authorize the management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all monies of each association in such investment accounts. The Board may also authorize the management company to hold all operating funds of the Association and other associations in a single operating account but such management company shall at all times maintain records identifying all monies of each association in such operating account. Any operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditors of the management company.
- (b) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance, repair or replacement or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units, or as may be required to perform the Association's or Unit Owner's obligations under this Declaration.
- (c) Except as otherwise provided in the budget, the Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for from the maintenance fund any structural alterations to, capital additions to, or capital improvements of, the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Elements) requiring an expenditure in excess of One Hundred Thousand Dollars (\$100,000) without in each case the prior written

approval of Voting Members representing at least two-thirds (2/3) of the Units. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, the foregoing limitations of this Section 3.2(c) shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. For the purposes of this Section 3.2(c) only, the phrase “repair, replacement, or restoration” means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such area. Replacement of the Common Elements may result in an improvement over the original quality of such Common Elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the expenditure, the expenditure shall be deemed to be ratified, regardless of whether or not a quorum is present.

- (d) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President of the Board and countersigned by the Treasurer or Secretary.
- (e) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, engineers or architects, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the management company (and any such employees or other personnel as may be employees of the management company).
- (f) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in this Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested in it by law or this Declaration except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:
 - (i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner;
 - (ii) Preparation, adoption and distribution of the annual budget for the Property;

- (iii) Levying of assessments and collection thereof from Unit Owners and expenditure of amounts collected;
- (iv) Borrowing funds;
- (v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) Obtaining adequate and appropriate kinds of insurance;
- (vii) Purchasing and receiving conveyances of Unit and owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with a Unit conveyed to or purchased by it;
- (viii) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property (including, but not limited to, rules authorizing elections of Board members by secret ballot, whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, including rules to verify the status of the Unit Owner issuing a proxy or casting a ballot), after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations; however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article 1 to the Illinois Constitution;
- (ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
- (xi) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium and are not payable by Unit Owners directly;
- (xii) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;

- (xiii) By a majority vote of the entire Board, assign the Association's right to future income from Common Expenses, assessments or other sources, and mortgage or pledge substantially all of the remaining assets of the Association;
 - (xiv) Record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners under the provisions of Section 19(f);
 - (xv) Record the granting of an easement pursuant to the provisions of the Declaration;
 - (xvi) Except to the extent limited by this Declaration and the Act, the Board shall have the power and duty to exercise the rights of, and perform all of the covenants and obligations imposed upon, the Association or the Unit Owners and to execute any and all instruments required pursuant thereto;
 - (xvii) Adoption and amendment of rules and regulations or a schedule for the purpose of coordinating and regulating construction by other Unit Owners and Occupants and other purposes permitted hereunder and under the Act;
 - (xviii) To satisfy the requirements of any applicable statutes, laws, regulations and ordinances in the exercise of its powers with respect to the use of the Common Elements; and
 - (xix) Subsequent to the initial meeting of Unit Owners, except for (a) litigation seeking to enforce any remedy available to the Association at law or in equity, including those provided for in this Declaration, in the case of a violation of any provision of this Declaration, the Bylaws or the rules and regulations of the Association, including by way of example and not limitation, failure of a Unit Owner to pay such Unit Owner's • proportionate share of Common Expenses, or (b) litigation in connection with real estate tax assessments on the Property, the Board shall have no authority to commence any litigation without the prior consent of not less than two-thirds (2/3) of all Unit Owners.
- (g) The Board for the benefit of ail the Unit Owners shall acquire and shall pay as Common Expenses, the following:
- (i) Operating expenses of the Common Elements, including water, electricity, gas and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.
 - (ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Units, and

in connection with any other matter where the respective interests of the Unit Owners are deemed by the board to be similar and non-adverse to each other.

- (iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and of the perimeter doors and windows appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain, and repair), and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- (iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for pursuant to the terms of this Declaration and Bylaws, or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class office building condominium development or for the enforcement of the restrictions contained in this Declaration.
- (v) Any amount necessary to discharge any mechanics' lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of such lien or liens shall be specifically assessed to such Unit Owners.
- (vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair delivered by the Board to such Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of such maintenance or repair.
- (h) Prior to the election by the Voting Members of the first Board, the Declarant shall, subject to the terms of this Declaration and the Act, have the authority to lease or to grant licenses, concessions, easements, leases and contracts with respect to any part of the Common Elements, all upon such terms as the Declarant deems appropriate. Upon election of the first Board, and thereafter, the Board by a vote of at least two-thirds (2/3) of the persons on the Board shall have the same authority as aforesaid.

- (i) The Board shall have the power to bid for and purchase any Unit at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Voting Members representing not less than two-thirds (2/3) of the total votes.
- (j) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

3.3 Insurance.

- (a) The Board shall have the authority to and shall obtain and maintain insurance for the Property as follows:
 - (i) Physical damage insurance on the Property (including the Common Elements and the Units, as well as the Limited Common Elements, and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit), subject to the following conditions:
 - A. Such insurance shall be exclusive of additions, alterations, improvements and betterments made by a Unit Owner to such Unit Owner's Unit or any Common Element in accordance with the provisions of this Declaration. For purposes of this Section 5.8(a)(i), Common Elements are deemed to include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the Developer. For purposes of this Section 5.8(a)(i), Common Elements are deemed to exclude floor, wall, and ceiling coverings. "Additions, alterations, improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or builtin cabinets installed by Unit Owners.
 - B. The Property shall be insured for an amount not less than one hundred percent (100%) of its full insurable replacement cost on a blanket basis less deductibles but including coverage for the increased cost of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.
 - C. Replacement cost values are to be reviewed annually, and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses.

- D. Such policies shall provide coverage for special form causes of loss and shall be no less than “all risk” on real property and “broad form” named perils on personal property, and such other perils as may be deemed appropriate by the Board. The policies for such insurance shall contain an inflation guard endorsement, a building ordinance or law endorsement, a construction code endorsement, and a special condominium endorsement, if required.
- (ii) Commercial General Liability insurance covering personal injury and property damage insuring against claims and liabilities arising in connection with the ownership, existence, use or management of the Property, hazards of premises/operation, products and completed operations, contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than Three Million Dollars (\$3,000,000.00) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other and shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of a Unit Owner on account of the negligent acts of the Association or another Unit Owner. Such insurance coverage shall insure the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Developer must be included as an additional insured in its capacity as a Unit Owner, manager, Board member or officer until such time as neither the Declarant nor the Developer holds legal title to, or the beneficial interest in any trust holding legal title to, any Unit Ownerships, at which time such obligation to include Developer as an additional insured in such capacity as described above shall cease and be of no further force and effect without the necessity of any further action. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.
- (iii) Umbrella Liability insurance in excess of the required Commercial General Liability and Employer Liability policies in an amount deemed desirable by the Board. Such policy shall be no less than “following form” coverage of the primary liability policies.
- (iv) Worker's Compensation and Employer Liability (minimum \$100,000) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.

- (v) A fidelity bond or fidelity insurance insuring the Association, the Board, the Unit Owners and the management agent, if any, and its employees who control or disburse funds of the Association, against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management company or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary but not less than the maximum amount of coverage available to protect funds in the custody or control of the Association at any time, plus reserves. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. Such fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of “employee” or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without at least ten (10) days' prior written notice to the Board and to all First Mortgagees.
- (vi) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable. Directors and Officers Liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as Directors and officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and Bylaws of the Association.
- (vii) Boiler and Machinery insurance on a comprehensive, blanket basis covering all Building equipment machinery and apparatus consisting of, but not limited to, boilers, heating apparatus, fired and unfired pressure vessels, and their appurtenant equipment, air conditioning equipment and elevator equipment on a repair or replacement basis. Limits of liability shall be determined by the Board but such limit shall be no less than the lesser of (A) Two Million Dollars (\$2,000,000.00) per accident and (B) the insurable value of the Building.
- (viii) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable; plate glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (excluding Unit Owners and Occupants) injured on the Property, without regard to liability of the Board or the Association.

- (ix) If any improvements on the Property are within a Special Flood Hazard Area as shown on the applicable Flood Insurance Rate Map prepared by the Federal Emergency Management Agency, Flood insurance on the Common Elements, including all contents which are Common Elements, for an amount not less than one hundred percent (100%) of the full replacement cost thereof on a blanket basis, or the maximum coverage available through the National Flood Insurance Program, if less than full replacement cost. All of the requirements of Subsections (b) through (j) of this Section 3.3 applicable to the policy of insurance described in Section 3.3(a)(i) shall be applicable to the policy of insurance described in this Section 3.3(a)(ix).
- (x) If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.
- (xi) Any loss covered by the property policy under Section 3.3(a)(i) above must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to the Insurance Trustee designated by the Association for that purpose as applicable. The Insurance Trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair, or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any additions, alterations, improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

The premiums for this insurance and bond, except as otherwise provided in this Section 3.3, shall be Common Expenses. The Board may, in the case of a claim for damage to a Unit or the Common Elements, (x) pay the deductible amount as a Common Expense, (y) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose units the damage-or cause of loss originated, or (z) require the Unit Owners of the Units affected to pay the deductible amount. Any management company holding reserve funds of the Association and other associations shall at all times maintain a separate account for each association provided, however, that for investment purposes, the Board may authorize the management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all monies of each association in such investment accounts. The Board may also authorize the management company to hold all operating funds of the Association and other associations in a single operating account but such management company shall at all times maintain records identifying all monies of each association in such operating account. Any operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditors of the management company.

- (b) All insurance provided for in this Section 3.3 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and assigned a Financial Strength Rating by A.M. Best Company, inc. of not less than A or a substantially equivalent rating from a nationally-recognized insurance rating service, or such lower rating as is acceptable to the Board and Developer (for so long as Developer owns any portion of the Property). All such policies shall provide a minimum of ten (10) days advance written notice to the Board (on behalf of the Association) and all First Mortgagees if such policy is to be canceled or substantially modified.
- (c) All policies of insurance of the character described in Sections 5.8(a)(i) and (ii): (i) shall name as an assured (in addition to all other required insured parties as provided in this Section 3.3) the Insurance Trustee described in Section 3.3(f)(ii), as the interest of such assured party may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners, whether such other insurance covers their respective Units or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums or substantially changed without at least ten (10) days' prior written notice to the Board and the First Mortgagee of each Unit Ownership. Policies of insurance of the character described in Section 3.3(a)(i) may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in Sections 3.3(a)(i) and (ii), any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.
- (d) All policies of insurance of the character described in Sections 5.8(a)(i)-(v) shall name as assureds the Association, the Board, its management company, and the other agents (not including contractors and subcontractors) and employees of such Association, Board and management company and the Declarant and Developer in its capacity as a Unit Owner and Board member and shall also provide coverage for each Unit Owner (but as to the insurance described in Section 5.8(a)(iii), only with respect to those portions of the Property not reserved for their exclusive use). Insurance Policies carried pursuant to this Section 5.8 shall include each of the following provisions: (1) each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association; (2) the insurer waives its right to subrogation under the policy against any Unit Owner or other Occupants,

the Association, members of the Board, the Declarant, the Developer, the management company and their respective employees and agents; and (3) the Unit Owner waives its right to subrogation under the Association policy against the Association and the Board.

- (e) The Association, for the benefit of the Unit Owners and the First Mortgagee of each Unit Ownership, shall pay the premiums and obtain a binder on the policies of insurance described in Section 3.3(a) at least thirty (30) days prior to the expiration date of the respective policies, and upon written request therefor, shall notify the First Mortgagee of each Unit Ownership of such payment within ten (10) days after the date on which payment is made.
- (f) Loss, if any, under any policies of insurance of the character described in Sections 3.3(a)(i) and (ii) shall be adjusted with the Board, which is hereby appointed as attorney-in-fact for each Unit Owner to represent the Unit Owners in any proceedings, negotiations, settlements and agreements relating to such loss, and the insurance proceeds on account of any such loss shall be paid and applied as follows:
 - (i) To the Board, as trustee for each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration and each of the First Mortgagees, in the case of any one loss, of Fifty Thousand and No/100 Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanics', materialman's, and other similar liens; or
 - (ii) In the case of any one loss exceeding Fifty Thousand and No/100 Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to a financial institution or other entity to be designated by the Board to act as trustee (the "Insurance Trustee") for the Board, each Unit Owner and each of the First Mortgagees pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subsection (ii). If such entity (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, or if the Board decides at any time to appoint a different entity as Insurance Trustee, then the Board shall, pursuant to the Act, appoint a successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million and No/100 Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed

immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

- (g) Each Unit Owner shall be responsible for (i) physical damage insurance on the personal property in such Unit Owner's Unit and elsewhere on the Property, and any additions, alterations and improvements to such Unit Owner's Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in such Unit); and (ii) such Unit Owner's personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. For the purposes of this Section 3.3, "additions, alterations, improvements and betterments" shall mean any property (excluding personal property readily removable without damage to the Unit) attached to the Unit, including without limitation, carpeting, flooring, wall covering, paint, paneling, toilets, fixtures (including trade fixtures), and cabinetry and all other items identified as "additions, alterations, improvements and betterments" in Section 3.3(a)(i)(A) above.
- (h) The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations, improvements and betterments to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 3.3(g). In the event the Board does carry such insurance, and the premium therefor is increased due to additions, alterations or improvements of a Unit Owner, then the Board may charge a special assessment against such Unit Owner.
- (i) Each Unit Owner hereby waives and releases any and all claims which such Unit Owner may have against any other Unit Owner, the Association, its officers, members of the Board, Declarant, the management company of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which such Unit Owner is responsible pursuant to Section 3.3(g).
- (j) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 3.3 if the economic savings justifies the additional risk and if permitted by law; provided, however, that no deductibles shall exceed the lesser of (i) \$10,000.00 (\$5,000.00 with respect to a

Flood insurance policy); or (ii) one percent (1%) of the face amount of the insurance policy to which such deductible applies, and further provided that funds to cover any deductible amounts shall be maintained as part of the Capital Reserve. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

- (k) The Board may, by rule, require Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Directors may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event shall the Board be liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
- (l) Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board and its managing agent as additional insured parties.
- (m) Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

3.4 Liability of the Board of Directors and Officers of the Association. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions finally adjudged by a court to constitute gross negligence or fraud. The Unit Owners (including the members of the Board and the officers of the Association in their capacity as Unit Owners) shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers of the Association, unless any such contract or act shall have been finally adjudged by a court to have been made fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of

the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his or her duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his or her duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board or officers of the Association, shall be limited to such proportion of the total liability hereunder as such Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall be deemed to provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE 4 COMMON EXPENSES

4.1 Preparation of Annual Budget. On or before November 1 of each calendar year, the Board shall cause to be prepared a detailed proposed budget for the ensuing calendar year. Such budget shall take into account the estimated annual Common Expenses and cash requirements for the year, including wages, materials, insurance, services, supplies and all other Common Expenses, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve (as hereinafter defined in Section 4.2). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements and, to the extent that the assessments and other cash income collected from the Unit Owners during the preceding year are more or less than the expenses for the preceding year, the surplus or deficit shall also be taken into account. On or before November 15 of each year, the Board shall notify each Unit Owner in writing as to the proposed annual budget with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes and containing each Unit Owner's respective assessment; provided, however, that such proposed annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. On or before January 1 of the ensuing calendar year, and the first day of each and every month of such year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board (or as it may direct) one-twelfth (1/12) of such Unit Owner's proportionate share of the Common Expenses for each year as shown by the annual budget. Such proportionate share of the Common Expenses for each Unit Owner shall be in accordance with such Unit Owner's respective percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected

pursuant to the estimates provided, and showing the net amount over or short of the actual expenses plus reserves. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 4.2. Each Unit Owner shall receive notice, in the same manner as is provided for meetings of the Unit Owners, of any meeting of the Board concerning the adoption of the proposed annual budget. Notwithstanding anything to the contrary contained herein, and notwithstanding any budget that the Declarant may have provided to the prospective Unit purchasers prior to conveyance of any Unit in accordance with Section 22 of the Act, until the occurrence of the initial meeting of the Board as described in Section 2.2(b) above, the budget to be prepared and adopted in accordance with this Section 4.1 shall be based upon, and shall be adjusted from time to time to reflect, the actual Common Expenses incurred by the Board (together with a reasonable amount considered by the Board to be necessary for adequate reserves as provided above). The assessments levied by the Association for Common Expenses shall be based upon such actual costs incurred, and each Unit Owner (including Declarant) shall be obligated to pay such Common Expenses in accordance with their respective percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. However, it is acknowledged that the terms of leases for premises within a Unit may contain exclusions or other restrictions as to what may be charged to such tenant as an "Operating Expense" for the Property (including the disallowance of Capital Reserve), and Unit Owners may not be able to fully charge back Common Expenses or Capital Reserve funds to such tenants.

4.2 Capital Reserve; Supplemental Budget. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures and paying for the costs of deferred maintenance in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements and maintenance, repairs and replacements necessary to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder and those matters set forth in Section 9(c)(2) of the Act. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for such Unit Owner's proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Common Expense not set forth in the annual budget or any increase in assessments over the amount set forth in the adopted annual budget shall be separately assessed against all Unit Owners. Assessments for additions and alterations to the Common Elements or to property owned by the Association not included in the

adopted annual budget shall be separately assessed against all Unit Owners and, except if relating to an emergency or mandated by law, shall be subject to the affirmative vote of at least two-thirds (2/3) of the total votes of all Unit Owners at a meeting specifically called for the purpose of approving such special or separate assessment. The Board may adopt special or separate assessments payable over more than one fiscal year. Unless such multi-year assessment relates to an emergency or is mandated by law or is for an addition or alteration to the Common Elements or to the property owned by the Association and is not included in the adopted annual budget, the entire amount of such multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such multi-year assessment is approved. Any separate or special assessment for expenditures relating to an emergency or mandated by law may be adopted by the Board without being subject to Unit Owner approval pursuant to Section 3.1(b) or otherwise. As used in this Section 4.2, “emergency” means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. Each Unit Owner shall receive notice, in the same manner as is provided for meetings of the Unit Owners, of any meeting of the Board concerning the adoption of any supplemental budget or any special or separate assessment.

4.3 Initial Budget. The initial Board appointed by the Declarant shall determine and adopt, prior to the conveyance of the first Unit hereunder, an initial budget commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the proposed annual budget for each succeeding calendar year until such time as the first Board elected hereunder takes office, and which may include such sums as collected from time to time at the closing of the sale of each Unit. Assessments shall be levied against the Unit Owners during such period as provided in Section 4.1 of this Article, except that if the closing of the sale of the first Unit is not on January 1, monthly assessments to be paid by Unit Owners shall be based upon the amount of the budget and the number of months and days remaining in such calendar year.

4.4 Failure to Prepare Annual Budget. The failure or delay of the Board to give notice to each Unit Owner of the annual budget shall not constitute a waiver or release in any manner of such Unit Owner’s obligation to pay such Unit Owner’s respective monthly assessment, as provided in this Declaration, whenever such monthly assessment shall be determined, and in the absence of the annual or adjusted budget, the Unit Owner shall continue to pay monthly assessment at the then existing monthly rate established for the previous period until the monthly assessment which is due more than ten (10) days after notice is given of such new annual budget.

4.5 Records of the Association.

- (a) The management company or the Board shall maintain the following records of the Association available for inspection, examination and copying during normal business hours by the Unit Owners, First Mortgagees, Insurers and Guarantors, and their duly authorized agents or attorneys:
 - (i) Copies of this Declaration (including the Bylaws) and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board, and the

Association's books, records and financial statements shall be available. Prior to the organization of the Association, the Declarant shall maintain and make available the records set forth in this subsection (i) for examination and copying.

- (ii) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.
 - (iii) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.
 - (iv) Ballots and proxies relating thereto for all elections to the Board and for any other matters voted on by the Unit Owners shall be maintained for a period of not less than one (1) year; provided that if the Association has adopted the secret ballot process under Section 18 of the Act and under this Declaration, unless directed by court order, only the voting ballot excluding a Unit number or symbol shall be subject to inspection and copying.
 - (v) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986, as amended, shall be maintained.
- (b) A reasonable fee may be charged by the Association or its Board for the cost of copying.
- (c) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of such Unit Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

4.6 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B.

4.7 Start-Up Costs. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit based on the latest budget adopted by the Association prior to closing. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Common Elements and held for future working capital

needs. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments. The Board or the Declarant shall have the right to transfer such funds from time to time as may be necessary to fund the Capital Reserve. The Declarant may not use the working capital fund to defray any of the Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits while the Declarant is in control of the Association in accordance with Section 17(a) of the Declaration.

4.8 User Charges. The Board, or the Declarant acting pursuant to Section 17(a) of the Declaration, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the reasonable judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof.

4.9 Non-Use and Abandonment. No Unit Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements or abandonment of such Unit Owner's Unit.

EXHIBIT “C”
Plat of Survey
(SEE ATTACHED)

EXHIBIT "D"

Percentage Undivided Interest in and to the Common Elements

UNIT#	PERCENTAGE INTEREST
1	
2	
TOTALS	100%

**EXHIBIT “E”
EXCLUSIVE USES OF CONVERTIBLE LAND**