

# CITY OF OAK FOREST

## City Council

Meeting Agenda

Tuesday, July 25, 2023 – 7:30 p.m.

City Council Chambers



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

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MAYOR:	Henry L. Kuspa	ALDERMEN:
CLERK:	Nicole T. Tormey	1 <sup>ST</sup> Ward – Kenneth Keeler
TREASURER:	Ericka Vetter	2 <sup>ND</sup> Ward – Joe McCarthy
CITY ADMINISTRATOR:	Timothy J. Kristin	3 <sup>RD</sup> Ward – Charles Wolf
FINANCE DIRECTOR:	Colleen M. Julian	4 <sup>TH</sup> Ward – Paul Selman
FIRE CHIEF:	Gary Kasper	5 <sup>TH</sup> Ward – Jim Emmett
POLICE CHIEF:	Jason Reid	6 <sup>TH</sup> Ward – James Hortsman
BUILDING COMMISSIONER:	Mike Forbes	7 <sup>TH</sup> Ward – Denise Danihel
PUBLIC WORKS DIRECTOR:	Michael Salamowicz	
COMMUNITY PLANNER:	Paul Ruane	
ECONOMIC DEV DIRECTOR:		
EMA DIRECTOR:	Joe Pilch	
CITY ATTORNEY:	Klein, Thorpe and Jenkins, Ltd.	

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1. Pledge of Allegiance
  2. Roll call
  3. Announcements
  4. Swearing In of Garrick Kasper and Ken Hamill to the Oak Forest Fire Department rank of Captain
  5. Motion to establish Consent Agenda
  6. Consent Agenda

A. Approval of minutes:

1. City Council Executive Session - November 8, 2022
2. City Council Executive Session - January 24, 2023
3. City Council Executive Session - February 14, 2023
4. City Council - June 13, 2023
5. Committee of the Whole - June 27, 2023

B. Consideration of the following list of bills dated:

1. Regular bills - FY 2023-2024

C. Consideration of the following minutes:

1. Consumer Protection Commission - June 14, 2023

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- |                                     |   |                |
|-------------------------------------|---|----------------|
| 2. Fire & Police Commission         | - | April 12, 2023 |
| 3. Fire & Police Commission         | - | May 9, 2023    |
| 4. Fire & Police Commission         | - | May 18, 2023   |
| 5. Fire & Police Commission         | - | June 1, 2023   |
| 6. Veterans Commission              | - | June 15, 2023  |
| 7. Emergency Telephone System Board | - | June 6, 2023   |
| 8. Planning and Zoning Commission   | - | June 21, 2023  |
- D. Consideration of the following reports:
- |                                    |   |               |
|------------------------------------|---|---------------|
| 1. Baxter & Woodman project status | - | June 30, 2023 |
|------------------------------------|---|---------------|
7. Administration
- A. Approval of Resolution 2023-07-0441R approving the purchase of property and authorizing the execution of a real estate purchase and sales contract for property located at 15229 S. Cicero Avenue, Oak Forest, Illinois. See the attached memo with supporting details from City Administrator Timothy J. Kristin.
- B. Approval of Ordinance No. 2023-07-0985O authorizing the sale of City owned property and authorizing the execution of purchase sales contract for property located at 15900 S. Cicero Ave, Oak Forest, Illinois. See the attached memo from City Administrator Timothy J. Kristin.
- C. Appointment of Deputy Fire Chief Steve Griffin to the Oak Forest Firefighters Pension Board. See the attached memo with supporting details from Mayor Henry L. Kuspa.
- D. Approval of Resolution 2023-07-0442R requesting the submission of a “No Cash Bid” on tax delinquent property to acquire tax certificates of purchase for the benefit of the City of Oak Forest. See the attached memo with supporting details from City Administrator Timothy J. Kristin.
8. Community and Economic Development
- A. Approval of Ordinance 2023-07-0984O authorizing a Special Use Permit to allow an automotive mechanical and electrical repair and maintenance shop in the C2-General Service Commercial District at 6240 W. 159<sup>th</sup> St. See the attached memo with supporting details from City Planner Paul Ruane.
9. Citizen Participation: The Oak Forest City Council invites public comment at its meetings, but it generally does not have the ability to provide an immediate response to some questions raised during the Citizens Participation portion of a council meeting without some reasonable opportunity to review them. Therefore, the City Council encourages questions to also be submitted in writing in the event that they need to be referred to City

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staff to help assure a more thoughtful and informed response. Individual comments are limited to three (3) minutes.

10. Old business

11. New business

12. Executive session: The purpose of the executive session is the discussion of litigation, when and action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding must be recorded and entered into the minutes of the closed meeting 5 ILCS 120/(c) (11).

13. Adjournment



ALL GOOD THINGS CLOSE TO HOME

## CITY COUNCIL AGENDA MEMO

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**DATE:** JULY 25, 2023  
**TO:** HONORABLE MAYOR HENRY L. KUSPA AND OAK FOREST CITY COUNCIL  
**FROM:** FIRE CHIEF GARRICK KASPER  
**SUBJECT:** PROMOTION OF GARRICK KASPER AND KEN HAMILL TO CAPTAIN

**Background:**

When Steve Griffin was appointed to Deputy Chief, it created a vacancy in the rank of Captain. Garrick Kasper is the next candidate on the eligibility list for the rank of Captain. Garrick was appointed to Fire Chief from the rank of Lieutenant, as Captains were not a rank at the time of his appointment. In order to keep with the collective bargaining agreement and the State of Illinois Statute, Garrick is eligible to be promoted to the rank of Captain while still serving as the appointed Chief. Garrick would continue to serve as the Fire Chief, but his last tested and promoted rank would be that of Captain. Since Garrick will continue to serve as the Fire Chief, there is still a vacancy for Captain. The next person on the eligibility list is Lieutenant Ken Hamill. I would like to promote Lieutenant Ken Hamill to the rank of Captain.

**Action Requested:**

I respectfully seek Council approval to administer the oath of office to both Garrick Kasper and Ken Hamill.

**Recommendation:**

It is my recommendation that Garrick Kasper and Ken Hamill be promoted to the rank of Captain. Please feel free to contact me with you any concerns or questions. Thank you.

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15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



708-687-4050  
www.oak-forest.org

**ALL GOOD THINGS CLOSE TO HOME**

## **Oath of Office Oak Forest Fire Captain**

I, Garrick Kasper, do solemnly affirm, that I will support the Constitution of the United States, the laws and Constitution of the State of Illinois, and the codes and ordinances of the City of Oak Forest. And, that I will faithfully discharge, the duties Oak Forest Fire Captain, for the City of Oak Forest, accordingly, to the best of my ability.

\_\_\_\_\_  
Nicole Tormey, City Clerk

\_\_\_\_\_  
Captain

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



708-687-4050  
www.oak-forest.org

**ALL GOOD THINGS CLOSE TO HOME**

**Oath of Office  
Oak Forest Fire Captain**

I, Ken Hamill, do solemnly affirm, that I will support the Constitution of the United States, the laws and Constitution of the State of Illinois, and the codes and ordinances of the City of Oak Forest. And, that I will faithfully discharge, the duties Oak Forest Fire Captain, for the City of Oak Forest, accordingly, to the best of my ability.

\_\_\_\_\_  
Nicole Tormey, City Clerk

\_\_\_\_\_  
Captain

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CITY OF OAK FOREST  
CITY COUNCIL  
EXECUTIVE MEETING  
November 8, 2022**

Mayor Kuspa called the City Council executive session to order at 8:20 p.m.

*Present:* Alderman Gray  
Alderman McCarthy  
Alderman Selman  
Alderman Emmett  
Alderman Hortsman  
Alderman Wolf

*Absent:* Alderman Danihel

*Also Present:* City Clerk Jack Janozik  
Treasurer Ericka Vetter  
City Administrator Tim Kristin  
Economic Director Ed Cage

Purpose of Executive Session is for sale or lease of real estate.

Culvers property:

MWRD required storm water storage underground north side of Culvers.

Ed Cage stated the storm water system will be own entity. Costing more than expected. Culver's budgeted \$80,000, it is costing \$130,000.

Offer price \$475,000 – net to City \$455,000. Flexibility on purchase price to help with cost?

Tim Kristin discussed with Colleen Julian and \$30,000 appropriate, no more than \$40,000.

Mayor Kuspa recommended contributing \$30,000-\$40,000 toward the storm water retention under parking lot.

Tim Kristin asked for direction on negotiations from Council. \$30,000 off asking price?

Unanimous show of hands to allow staff to start negotiations at \$30,000.

Alderman Hortsman made the motion to adjourn executive session.

Alderman McCarthy seconded.

Aldermen: all ayes.

Prepared by: Nicole Tormey, City Clerk



**CITY OF OAK FOREST  
CITY COUNCIL  
EXECUTIVE MEETING  
January 24, 2023**

Mayor Kuspa called the City Council executive session to order at 8:08 p.m.

*Present:* Alderman McCarthy  
Alderman Wolf  
Alderman Selman  
Alderman Emmett  
Alderman Hortsman  
Alderman Danihel

*Absent:* Alderman Gray

*Also Present:* City Clerk Jack Janozik  
Treasurer Ericka Vetter  
City Administrator Tim Kristin  
Economic Director Ed Cage

Purpose of Executive Session is for sale or lease of real estate.

1. Numero Uno – letter of intent for developer to build new car wash facility

Ed Cage reported that developer wants to buy property for \$700,000. City purchased property for \$167,000. Demolition and asbestos removal cost another \$100,000. City in for a total of \$267,000.

Aldermen unanimously agreed to sell property.  
Letter contingent on Blarney Stone property.  
Tim Kristin to execute letter of intent.

2. Aldi

Ed Cage stated he passed along displeasure of offer. Original purchase price 1.5 million – Kennington cited interest rate – offered 50% (\$575,000), increased their offer to 68% (\$780,000). Payoff term was 11 years, now 8 years. Ed worked with Colleen Julian on projected sale tax - \$115,000 a year.

TIF consultant and City Administrator Tim Kristin do not recommend further negotiations with developer.

The City has \$150,000 in legal fees already – two court actions.

Offer to purchase \$780,000, 68% of original price.

Mayor Kuspa recommended moving forward and not working with developer in future.  
Aldermen: unanimous show of hands.

Alderman Danihel made the motion to move out of executive session.  
Alderman Hortsman seconded.  
Aldermen: Ayes.

Prepared by: Nicole Tormey, City Clerk



**CITY OF OAK FOREST  
CITY COUNCIL  
EXECUTIVE MEETING  
February 14, 2023**

Mayor Kuspa called the City Council executive session to order at 8:25 p.m.

*Present:* Alderman Gray  
Alderman McCarthy  
Alderman Wolf  
Alderman Selman  
Alderman Emmett  
Alderman Hortsman  
Alderman Danihel

*Also Present:* City Clerk Jack Janozik  
Treasurer Ericka Vetter  
City Administrator Tim Kristin  
Economic Director Ed Cage

Purpose of Executive Session is for sale or lease of real estate.

Desche Phase II proposal.

Tim Kristin had meeting with Desche and they identified 3 properties – 2 city owned, Gateway and trailer park. Tim Kristin expressed that Gateway is the City's priority. Desche is looking to do a letter of intent on all three properties. 2 residential towers, underground parking, 150 rental units (apartments).

Ed Cage stated Gateway does not require rezoning.

Mayor Kuspa directed Tim Kristin to move forward.

Aldermen: Ayes.

Alderman Danihel made the motion to go back into open session.

Alderman Hortsman seconded.

Aldermen: Ayes.

City Council reconvened at 8:40 p.m.

Prepared by: Nicole Tormey, City Clerk

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## City Council Meeting Minutes

Tuesday, June 13, 2023

City Council Chambers



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Mayor Kuspa called the City Council meeting to order at 7:32 p.m. with the Pledge of Allegiance and the Roll Call as follows:

*Present:*

- Alderman Keeler
- Alderman McCarthy
- Alderman Wolf
- Alderman Selman
- Alderman Emmett
- Alderman Hortsman
- Alderman Danihel

*Also Present:*

- City Clerk Nicole Tormey
- Treasurer Ericka Vetter
- City Administrator Tim Kristin
- Police Chief Jason Reid
- Deputy Police Chief Durano

### 3. Swearing in of Probationary Police Officer Francis Pacheco

Nicole Tormey, City Clerk, swore in Probationary Police Officer Francis. Pacheco.

### 4. Announcements

- The Memorial Day Ceremony and the Cop on Top event can be seen streaming on the city website by clicking on CIC-TV programming or view on cable TV Comcast channel 4, Astound RCN channel 6 or AT&T channel 99.
- Cook County will be holding a community meeting on Wednesday, June 14<sup>th</sup> at 1 p.m. at the Markham Courthouse or via zoom at 6:00 p.m. to discuss the demolition of buildings on the Oak Forest health campus at 159<sup>th</sup> and Cicero Avenue. Demolition is expected to begin in September. For more information, please visit [cookcounty.gov/oakforest](http://cookcounty.gov/oakforest).
- City Hall will host a community shredding and e-recycling event on June 24<sup>th</sup> from 9 a.m. to 11 a.m. at Oak Forest City Hall. This event will include a prescription take-back. The event is presented by State Representative Robert Rita. For more information, please visit the calendar on the website. Please double check how many boxes they will take.

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- The city is accepting nominations for Forest in Bloom awards through July 5<sup>th</sup>. If you notice a home or business where pride of ownership shines, submit a nomination form on the city website.
- Get ready to shake, rattle and roll with Ronnie Rice at the Oak Forest Veterans Commission Independence Family Picnic at the Oak Forest Park District. Pack a cooler, blanket and chairs to enjoy live music with family, friends and neighbors as we celebrate our nation’s birthday. The event officially kicks off at 6:00 p.m. but you are welcome to claim a spot and enjoy the park as early as 4:00 p.m.
- Alderman Selman announced that June 14<sup>th</sup> is flag day. 1770 is when the United States adopted the American flag. Fly the colors and celebrate. The United States Army was founded on June 14, 1775. Happy birthday to the U.S. Army.

5. Motion to Establish Consent Agenda

Alderman Danihel made the motion to establish the consent agenda. Alderman Keeler seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Danihel			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Selman			
Alderman Emmett			
Alderman Hortsman			

The motion carried 7/0.

6. Consent Agenda

A. Consideration of the following list of bills dated:

- 1. Regular bills - FY 2022-2023
- 2. Supplemental bills - FY 2022-2023
- 3. Regular bills - FY 2023-2024
- 4. Supplemental bills - FY 2023-2024

B. Consideration of the following minutes:

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- |                                     |   |                  |
|-------------------------------------|---|------------------|
| 1. Civil Service Commission         | - | May 17, 2023     |
| 2. Civil Service Commission         | - | May 19, 2023     |
| 3. Senior Commission                | - | February 9, 2023 |
| 4. Senior Commission                | - | March 8, 2023    |
| 5. Senior Commission                | - | April 12, 2023   |
| 6. Senior Commission                | - | May 10, 2023     |
| 7. Emergency Telephone System Board | - | May 2, 2023      |
| 8. Planning and Zoning Commission   | - | May 17, 2023     |
| 9. Economic Advisory Council        | - | May 3, 2023      |

### C. Consideration of the following reports:

- |   |   |              |
|---|---|--------------|
| 1. Baxter and Woodman project status report | - | May 31, 2023 |
|---|---|--------------|

Alderman Selman made the motion to approve consent agenda. Alderman Danihel seconded.

Mayor Kuspa asked for questions or comments. Seeing none.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Selman			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			

The motion carried 7/0.

### 7. Administration

- A. Approval of Ordinance 2023-06-0978O approving the Second Amendment to the Regional Water System, water sale and purchase and service agreement between the Village of Oak Lawn, Illinois and the City of Oak Forest.

Alderman Emmett made the motion. Alderman McCarthy seconded.

Tim Kristin, City Administrator, reported this agreement was approved on May 9<sup>th</sup>. Subsequently, legal counsel stated the agreement had to be in ordinance format. No changes were made.

Mayor Kuspa reiterated that all the communities who have adopted this, now have to go back and readopt the same thing but in ordinance format.

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Mayor Kuspa asked if there were any other questions or comments. Seeing none.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Selman			

The motion carried 7/0.

**B. Approval of Ordinance 2023-06-09790 approving regulations for raffles in the City of Oak Forest.**

Alderman Emmett made the motion. Alderman Keeler seconded.

Tim Kristin, City Administrator, analyzed state code and determined that we need to have a process in place to license raffles. The city has adopted the state statute. Applicants are licensed through the State of Illinois and vetted through the city. Systems will be put in place for the application for a raffle license and reporting of city licensed raffles to be maintained by the City Clerk's office.

Mayor Kuspa asked for questions from the Aldermen.

Alderman Danihel asked whether sports organizations and any other organizations that want to have something have to be regulated now. Tim Kristin replied correct, per the state's statute. This was put into place a year and a half ago. Mayor Kuspa stated the State will no longer issue a Queen of Hearts raffle for a charity unless it has a local municipality approval first. Alderman Danihel asked if all the communities around Oak Forest are doing this. Mayor Kuspa answered they are supposed to.

Alderman Emmett questioned if the license will be on display. Tim Kristin stated a raffle license will be issued and posted like a liquor license.

Alderman Keeler inquired about a fundraiser. Tim Kristin stated if you are having a raffle as defined by the code and ordinance, you would need to seek a license from the City of Oak Forest first. Alderman Keeler asked if it is the responsibility of the organization or the place the raffle will be held. Tim Kristin replied it is the responsibility of the organization. There will be an administrator for the raffle that will be required to meet the criteria under the code as far as what organizations can have a raffle. The administrator for the raffle would apply for the license. There is a nominal fee of \$25 to cover our staff costs.

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Alderman Danihel asked if the license is for a certain amount of time or a one time. Tim Kristin replied it is a one time license. There are reporting requirements at the end of their raffle. The administrator of the raffle needs to submit their report to the city regarding their expenditures, what was paid out, to whom and when. The city then reports to the State of all the raffles that have been held for the year. Alderman Danihel commented on 1099's. Tim Kristin stated that winners can be required to be pay federal taxes on price money.

Alderman Hortsman inquired about casino nights and whether the City will be monitoring that. Tim Kristin stated that is not a raffle. That is a special gaming license through the State of Illinois.

Alderman Selman asked if a bond is required. Tim Kristin replied yes unless there is a unanimous decision by the Board of Directors of the organization applying for the raffle license to waive the bond. Alderman Selman asked about the size of the bond. Tim Kristin stated it is up to the city to determine what the bond amount will be. Alderman Selman asked about the limits on the amount that can be awarded. Tim Kristin answered correct. Alderman Selman asked about the administrative burden put on the organizations that are trying to raise funds for good causes. Tim Kristin replied the city is not putting the burden on them, the State is.

Alderman Wolf questioned whether it applies to schools and specifically split the pot. Tim Kristin stated they have to apply for a license.

Alderman Danihel inquired as to silent auctions. Tim Kristin will have to look into definition of raffle. It is not a game of chance.

Mayor Kuspa asked for any more questions or comments. Seeing none.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Selman			

The motion carried 7/0.

### 8. Police Department

- A. Approval of a contract with DACRA Tech, LLC for Local Ordinance ticket administrative software.

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Alderman Danihel made the motion. Alderman Keeler seconded.

Jason Reid, Police Chief, stated this is a contract for 2 years with DACRA Tech, LLC formerly Municipal Systems MSI. The existing contract was set to go up 4% this year. They manage our local citations and adjudication hearing software. This contract would give us an extra year and at \$1.25 less a month as a bonus. The software will provide the Police Department and Building Department to do local ordinance citations and moving citations off of their system. It will also coordinate with Cook County at no additional cost.

Mayor Kuspa asked for questions or comments from the aldermen. Seeing none.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Danihel			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Selman			
Alderman Emmett			
Alderman Hortsman			

The motion carried 7/0.

### 9. Citizen Participation

Latrice Foules, Community Liaison from Valley Kingdom International inquired about a recording for their Pastor. This is his one year anniversary on June 25<sup>th</sup>. She also inquired about a proclamation honoring the Pastor for his year of service.

Matt Patoska, Independence Court, asked about the annual apartment inspection process. Mayor Kuspa asked Mr. Patoska to have a seat and he will speak to him after the meeting.

Mayor Kuspa asked if anyone else wanted to address the Council. Seeing none.

### 10. Old Business

None.

### 11. New Business

Tim Kristin, City Administrator, stated there will be a Committee of the Whole meeting regarding holiday decorations. Mayor Kuspa reported that they will not have samples for the Committee of the Whole meeting. Alderman Emmett confirmed that the decorations the Council picks out will be the decorations ordered.

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Alderman Hortsman inquired as to the Planning and Zoning minutes not being verbatim. He would like the minutes transcribed. Alderman Wolf agreed and stated there is not enough information. City Clerk Nicole Tormey explained minutes are a summary and not verbatim. City Administrator Tim Kristin stated all Planning and Zoning meetings are recorded. A recording cannot be sent out to the aldermen. Alderman Hortsman stated it is in his best interest to read the comments of the commissioners. Mayor Kuspa asked for a vote on verbatim minutes. Four aldermen voted for verbatim minutes. Mayor directed the city administrator to look into it.

### 12. Executive Session

None.

### 13. Adjournment

Alderman Danihel made the motion to adjourn. Alderman Keeler seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Danihel			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Selman			
	Alderman Emmett		
Alderman Hortsman			

The motion carried 6/1.

Meeting adjourned at 8:06 p.m.

Prepared by:

  
Nicole Tormey, City Clerk

\_\_\_\_\_  
Henry L. Kuspa, Mayor



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Mayor Kuspa called the Committee of the Whole meeting to order at 7:02 p.m. with the Pledge of Allegiance and the Roll Call as follows:

*Present:* Alderman Keeler  
Alderman McCarthy  
Alderman Wolf  
Alderman Selman (arrived at 7:10 p.m.)  
Alderman Emmett  
Alderman Danihel

*Absent:* Alderman Hortsman

*Also Present:* City Clerk Nicole Tormey  
Treasurer Ericka Vetter  
City Administrator Tim Kristin  
Public Works Director Mike Salamowicz  
Asst. Director John Robinson

3. Presentation of proposed holiday decorations by Public Works Director Mike Salamowicz

Public Works Assistant Director John Robinson reported on his research for holiday decorations. Decorations will be located on Cicero Avenue and 159<sup>th</sup> Street. The decorations proposed can be powered by either 120 or 240 volts. Artistic Holiday Designs was the only company that offers lighted holiday decoration that are capable of being powered by either 120 or 240 volts. The bulbs will be LED or bright white.

Mayor Kuspa asked about the size. John Robinson stated they are proposing a little over 5 feet.

Alderman Emmett asked if more than 130 decorations can be ordered. He would like to see some at City Hall and on 147<sup>th</sup> by Gaelic Park. Or add more each year if the money is in the budget.

Mayor Kuspa asked about the guarantee of the LED lights and how they are sealed. John Robinson stated the company that services the equipment is in Joliet and would service the decorations. Alderman Wolf followed up on the same issue and if they would be under warranty. Alderman Danihel found the language in the contract which states it would not be covered by weather. The decorations are repairable.



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Alderman Emmett asked if the proposed amount covers the receptacles. John Robinson stated the amount is for the equipment. Most receptacles are still on the poles. Director Mike Salamowicz stated the receptacles would have to be put up regardless. He also stated the only thing the city would need to purchase is the banding.

Mayor Kuspa asked Ericka Vetter, Treasurer and member of the Social Services Committee, for an update on funding. Ericka Vetter stated they approved and looking forward to funding it. Mayor Kuspa confirmed that the city would send the down payment and Social Services Committee would reimburse them.

Mayor Kuspa asked Ericka Vetter to explain the role of the Social Services Committee. Ericka Vetter stated it started many years ago when the City of Oak Forest allowed cable companies to run through Oak Forest. They took that money and invested it to be used for projects for the city as a whole.

Alderman Emmett asked Ericka Vetter for 16 more decorations. She replied she would have to go back to the committee and ask for approval. John Robinson asked before adding to the order, he would like to speak with the company and make sure they can do it. Director Mike Salamowicz stated there are a few extra in this order that can be added to different poles. Mayor Kuspa asked Alderman Emmett if he is asking for 146 decorations instead of 130. Alderman Emmett thinks 130 would be okay, maybe more next year.

City Administrator Tim Kristin stated Mike and John did a great job. It did not seem like a difficult task but it was. He also thanked Ericka.

Mayor Kuspa stated the council will be voting on this at the City Council meeting. Tim Kristin confirmed it is the last agenda item under Public Works.

Alderman Wolf asked if the city already has the authorization from Social Service Commission for the 130 decorations. Ericka Vetter replied yes. Mayor Kuspa asked if Social Service Commission met and voted on this. Ericka Vetter replied they are going to meet and vote on it officially as members are out of town. The previous meeting there was a discussion regarding it. Officially, it still has to be voted on. City Administrator Tim Kristin stated the purchasing policy states any purchase over \$10,000.00 has to be approved by City Council. Even though the city will be reimbursed, it is still considered a city purchase.

Mayor Kuspa asked for questions or comments from the aldermen. Seeing none.

4. Citizen Participation

None.



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5. Old business

None.

6. New business

None.

7. Executive Session

None.

8. Adjournment

Alderman Danihel made the motion to adjourn. Alderman McCarthy seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Alderman Danihel  
Alderman Keeler  
Alderman McCarthy  
Alderman Wolf  
Alderman Selman  
Alderman Emmett

Alderman Hortsman

The motion carried 6/0, 1 absent.

Meeting adjourned at 7:22 p.m.

Prepared by:

  
Nicole Tormey, City Clerk

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Henry L. Kuspa, Mayor



FINANCE DEPARTMENT

List of Bills July 25, 2023 FY2023-2024  
Report dates: 7/25/2023-7/25/2023

# AGENDA ITEM

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Jul 19, 2023 11:54AM

# NOTICE

Page 1 of 11

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
ACTSOFT Inc*	10360386	05/02/23	792.00	01-03-5305 TELEPHONE	PD Devices	3465	
ACTSOFT Inc*	10360366	05/02/23	648.00	02-17-5305 TELEPHONE	PW Devices	3465	
ACTSOFT Inc*	10361474	06/02/23	792.00	01-03-5305 TELEPHONE	PD Devices	3465	
ACTSOFT Inc*	10361474	06/02/23	648.00	02-17-5305 TELEPHONE	PW Devices	3465	
ACTSOFT Inc*	10362580	07/02/23	792.00	01-03-5305 TELEPHONE	PD Devices	3465	
ACTSOFT Inc*	10362580	07/02/23	648.00	02-17-5305 TELEPHONE	PW Devices	3465	
Advocate Occupational Health Hazel Crest	847002	07/06/23	975.00	01-01-5503 PROFESSIONAL SERVICES	Admin Pre-Employment Testing Fire		
AFLAC	448655	06/29/23	288.44	01-00-2131 INSURANCE - AFLAC	Admin Pre-Employment Testing Fire		
AIR ONE EQUIPMENT INC*	195485	07/10/23	165.00	01-02-5401 EQUIPMENT MAINTENANCE	Breathing Air Quality Test		
AIR ONE EQUIPMENT INC*	195649	07/13/23	589.00	01-02-5314 FF PROTECTIVE GEAR	Breathing Air Quality Test		
Align Networks Inc	41986979	07/10/23	267.44	01-03-5517 WORKERS COMP INSURANCE	Firefighting Boots		
Align Networks Inc	42055256	07/10/23	638.12	01-03-5517 WORKERS COMP INSURANCE	Alpha bill id: IC1-GGL-242753 Claim# 230307W014 M.G.		
AMAZON CAPITAL SERVICES INC*	1H1W-4YDF-HX1X	07/16/23	204.07	02-17-5327 SAFETY-OSHA REQUIREMENTS	Alpha bill id: IC1-GGL-244386 Claim# 230307W014 M.G.		
AMAZON CAPITAL SERVICES INC*	1KX4-Y4NR-KJJG	07/16/23	390.12	01-04-5327 SAFETY-OSHA REQUIREMENTS	Chain Link Fence Gate Corners		
AMAZON CAPITAL SERVICES INC*	1TNX-YHPP-KNH4	07/16/23	44.00	01-02-5301 OFFICE SUPPLIES	Full Body 5 Point Harnesses, Single Let Shock Absorbers		
AMERICAN BODY COMPANY	WI041614	06/29/23	817.87	02-17-5402 VEHICLE MAINTENANCE	Digital Voice Recorder		
Andres Medical Billing Ltd	062023CFIL	05/31/23	1,794.91	01-02-5509 COLLECTION SERVICE	#28 Replace ICP Sensor, Cam Shaft Position Sensor, Clear Codes		
Andres Medical Billing Ltd	072023CFIL	06/30/23	2,337.42	01-02-5509 COLLECTION SERVICE	Ambulance Billing Services - May Collections	2389	
APPLIED CONCEPTS INC*	422190	07/05/23	8,470.00	01-03-5601 VEHICLE PURCHASES	Ambulance Billing Services - June Collections	2389	
Aramark Refreshment Services LLC	07121830	07/13/23	316.08	01-03-5399 MISC EXPENSE	Stalker Radar DSR-2-Antenna system	3438	
ATLAS BOBCAT LLC	Q388603	07/05/23	9,013.00	01-04-5604 MISC EQUIPMENT	Cust# 6062-561596 Coffee		
AUBURN SUPPLY CO.	S282515	07/07/23	330.61	01-02-5406 BUILDING MAINTENANCE	Flashed Trailer for Public Works	3453	
BEATTY, RICH	1st Qtr 2023	07/14/23	250.00	01-01-5209 POLICE & FIRE COMMISSION	FD#1 Pipe, Bend, Iron Hub, PVC Fitting, Bags, Pig Lead,		
BLATCHFORD, WALLACE R.*	1st Qtr 2023	07/14/23	250.00	01-01-5209 POLICE & FIRE COMMISSION	Pipe Riser Clamp, Caulking Iron Tool		
CANON FINANCIAL SERVICES INC	30771580	06/30/23	188.58	01-03-5514 EQUIPMENT RENTAL	QUARTERLY COMMISSION STIPEND		
CANON FINANCIAL SERVICES INC	30771580	06/30/23	188.58	01-03-5514 EQUIPMENT RENTAL	QUARTERLY COMMISSION STIPEND		
CANON FINANCIAL SERVICES INC	30771580	06/30/23	188.58	01-11-5504 CONTRACTUAL SERVICES	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC	30771580	06/30/23	188.58	01-11-5504 CONTRACTUAL SERVICES	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC	30771580	06/30/23	188.59	01-02-5604 MISC EQUIPMENT	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC	30771580	06/30/23	188.59	01-02-5604 MISC EQUIPMENT	Contract# 694009-3 E-Studio Color Copiers Series		
CDW GOVERNMENT INC*	KS88951	07/18/23	316.20	01-03-5602 COMPUTERIZATION	Contract# 694009-3 E-Studio Color Copiers Series		
CHICAGO METROPOLITAN AGENCY FOR PLANNING	2023MUN182	10/17/22	1,054.85	01-01-5310 PROFESSIONAL DUES	Havis dock for PD		
CHICAGO SOUTHLAND CONVENTION & VISITORS	July 2023 TM	07/18/23	277.47	01-01-5512 OTHER SERVICES	FY 2023 LOCAL CONTRIBUTION REQUEST		
CHICAGO SOUTHLAND CONVENTION & VISITORS	June 2023 BW	07/14/23	735.79	01-01-5512 OTHER SERVICES	Hotel Tax Remit July Terrace Motel Only		
CHICAGO SOUTHLAND CONVENTION & VISITORS	June 2023 BW	07/14/23	735.79	01-01-5512 OTHER SERVICES	Hotel Tax Remit June Best Western Only		
CINTAS CORPORATION	5167076429	07/17/23	604.63	01-08-5406 BUILDING MAINTENANCE	Hotel Tax Remit June Best Western Only		
Cintas Corporation #21	4161102218	07/10/23	172.43	01-04-5406 BUILDING MAINTENANCE	Paye# 10691594: Clerks Office, Police Breakroom and Building Dept Breakroom Cabinets filled, organized		
Cintas Corporation #21	4161102218	07/10/23	42.82	01-04-5313 UNIFORMS	Paye# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4161404610	07/12/23	226.24	01-08-5406 BUILDING MAINTENANCE	Paye# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4161404610	07/12/23	226.24	01-08-5406 BUILDING MAINTENANCE	Paye# 18445520 2 4x6 Scraper, 11 3x10 Gray, 4 3x5 Gray, 1 4x6 Gray, 1 4x8 Logo, 1 5x6 Logo mats		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
Chinas Corporation #21	4161775328	07/17/23	172.43	01-04-5406 BUILDING MAINTENANCE	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Chinas Corporation #21	4161775328	07/17/23	42.82	01-04-5313 UNIFORMS	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
CITY OF OAK FOREST	#46 PEDDA 06-17-23 - 06-30-23	07/10/23	2,721.90	01-03-5517 WORKER'S COMP INSURANCE	Self-Insurance Retention: Claim# 230307W014 M.G.		
College Students Landscaping	2023 Round 1	07/14/23	1,832.50	01-11-5504 CONTRACTUAL SERVICES	2023 Mowing Service Round 1		
Comcast	177920590	07/15/23	465.08	01-01-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	523.77	01-02-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	1,495.28	01-03-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	178.21	01-04-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	84.76	01-05-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	84.76	01-10-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	176.04	01-11-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	63.03	01-12-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	139.09	02-17-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	177920590	07/15/23	73.89	02-18-5404 COMPUTER MAINTENANCE	Ac# 932775069		
CULLIGAN WATER CONDITIONING	921685 063023	06/30/23	368.95	02-18-5399 MISC EXPENSE	ACT# 921685 15722 Lovel		
CUSTOM TIRE INC	77902	07/06/23	405.00	01-11-5402 VEHICLE MAINTENANCE	#6 2 Cooper Tires		
DATA PEST CONTROL	40666	07/11/23	130.00	01-02-5406 BUILDING MAINTENANCE	Ac# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
DATA PEST CONTROL	40666	07/11/23	130.00	01-04-5406 BUILDING MAINTENANCE	Ac# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
DATA PEST CONTROL	40666	07/11/23	65.00	01-08-5406 BUILDING MAINTENANCE	Ac# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
Dresilker Electric Motors Inc	1244714	07/03/23	381.37	01-04-5406 BUILDING MAINTENANCE	1/2HP, Cogged V-Belt, Hex Key Set		
DUTCH VALLEY INC*	2330	07/13/23	859.00	09-04-5510 LAWN CARE	Commuter Lots Landscape Maint		
EMERGENCY MEDICAL PRODUCTS INC	2568968	07/17/23	19.59	01-02-5317 EMS SUPPLIES	ADCuffs and Bladders, Luer Connector		
EMERGENCY MEDICAL PRODUCTS INC	2569326	07/18/23	156.72	01-02-5317 EMS SUPPLIES	ADCuffs and Bladders, Connector		
EMPLOYEE BENEFITS CORP*	4104317	07/15/23	707.00	01-01-5504 CONTRACTUAL SERVICES	C76 - BENNY CARD ADMIN FEE, FSA FEES		
ETP LABS INC*	23-136737	07/11/23	720.00	02-17-5503 PROFESSIONAL SERVICES	40 TOTAL COLIFORM TESTS		
FEDEX	8-183-03662	07/05/23	61.71	01-03-5304 POSTAGE & FREIGHT	ACT# 1101-7723-2		
FESSETT, MARSHA	07-16-23 Exp Reimb	07/16/23	35.78	01-02-5399 MISC EXPENSE	Retirement Party Cake Expense Reimbursement		
FESSETT, MARSHA	07-17-23 Exp Reimb	07/17/23	74.52	01-02-5399 MISC EXPENSE	Retirement Party Expenses Reimbursement		
Genex Services Inc	41926269	07/17/23	133.38	01-03-5517 WORKER'S COMP INSURANCE	Self Insurance Retention: 230307W014 M.G.		
HASTINGS AIR-ENERGY CONTROL INC	1st Qtr 2023	07/14/23	225.00	01-01-5209 POLICE & FIRE COMMISSION	Quarterly Commission Stipend		
Hawkins Inc	PS-10002422	06/30/23	225.00	01-02-5406 BUILDING MAINTENANCE	Bad Capacitors		
ICMA	6525926	07/15/23	10.00	02-17-5332 COMPRESSED GAS & CHEMICALS	Customer# 283951 Chlorine 150 lb Cylinder		
ILLINOIS COUNTIES RISK MGMT TRUST*	4790999	07/10/23	225.00	01-12-5309 COMMUNITY ADVERTISING	Job Ad Senior Position		
ILLINOIS COUNTIES RISK MGMT TRUST*	DED6140880	07/01/23	756.00	01-01-5506 LEGAL FEES-REGULAR	220404W004		
ILLINOIS COUNTIES RISK MGMT TRUST*	DED6140992	07/01/23	3,849.09	01-01-5506 LEGAL FEES-REGULAR	221021W003		
ILLINOIS TOLLWAY	G123000003024	10/08/21	5.83	01-03-5312 TRAINING & TRAVEL	ACT# 9497 TOLLS		
INNOCENTI, LAVERGNE	1st Qtr 2023	07/14/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
JOE RIZZA	440837	06/27/23	125.00	01-02-5402 VEHICLE MAINTENANCE	Bracket		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
JOE RIZZA	440888	06/30/23	428.63	01-04-5402 VEHICLE MAINTENANCE	#10 Hub Assy, Shaft		
KASPER JR, GARY	07-17-23 Exp Reimb	07/17/23	103.56	01-02-5399 MISC EXPENSE	Retirement Party Expenses Reimbursement		
Kent, Georgetta	6701 Refund	07/13/23	25.00	01-00-4111 VEHICLE LICENSES-PASSENGER	Sold Car Refund Sticker		
KUSPA, HENRY*	1st Qtr 2023	07/14/23	1,000.00	01-01-5208 LIQUOR COMMISSIONER	QUARTERLY COMMISSION STIPEND		
LANGUAGE LINE SERVICES	11038550	06/30/23	14.30	89-00-5305 TELEPHONE	Account # 9020861058 Over-the-Phone Interpretations		
Lucky Entertainment	DS9282023	05/27/23	225.00	01-01-5207 SR. CITIZENS COMMISSION	Senior Luncheon Entertainment Sept 2023		
MCCANN INDUSTRIES INC*	P27731	07/13/23	71.92	02-17-5401 EQUIPMENT MAINTENANCE	Suction Hose Strainer		
MCDONALD'S RESTAURANT*	April 2023 Meals	07/11/23	56.61	01-03-5399 MISC EXPENSE	Prisoner Meals April		
MCDONALD'S RESTAURANT*	June 2023 Meals	07/11/23	89.61	01-03-5399 MISC EXPENSE	Prisoner Meals June		
MCDONALD'S RESTAURANT*	May 2023 Meals	07/11/23	148.68	01-03-5399 MISC EXPENSE	Prisoner Meals May		
MENARDS - TINLEY PARK	39841	06/01/23	87.54	01-04-5324 KENNEL SUPPLIES	Spring Water, Clorox Bleach		
MENARDS - TINLEY PARK	40434	06/12/23	21.98	01-04-5324 KENNEL SUPPLIES	Natural Rolls		
MENARDS - TINLEY PARK	41253	06/27/23	41.69	01-04-5399 MISC EXPENSE	WD40, Lithium Grease, Wasp&Hornor Spray		
MENARDS - TINLEY PARK	41321	06/28/23	49.99	01-04-5319 SMALL TOOLS	Post Hole Digger		
MENARDS - TINLEY PARK	41350	06/28/23	20.19	01-04-5324 KENNEL SUPPLIES	Litter		
MENARDS - TINLEY PARK	41388	06/29/23	180.14	01-04-5406 BUILDING MAINTENANCE	Brush, Latex Striping, Tray, Spray Bottle		
MENARDS - TINLEY PARK	41438	06/30/23	23.93	01-04-5399 MISC EXPENSE	Sprayer Bottles		
MENARDS - TINLEY PARK	41454	06/30/23	17.99	01-08-5406 BUILDING MAINTENANCE	Hose Bards, Vinyl Tubing		
MENARDS - TINLEY PARK	41455	06/30/23	47.98	01-04-5406 BUILDING MAINTENANCE	Pro Paint Leather Brown		
MENARDS - TINLEY PARK	41468	06/30/23	53.15	01-08-5406 BUILDING MAINTENANCE	PVC Cement, PVC Pipe, Primers, Duct, Elbow, Tees, Adapters, PVC Cutter		
MENARDS - TINLEY PARK	41618	07/03/23	8.79	01-04-5406 BUILDING MAINTENANCE	Hex Bolt, Hex Nut, Fernd Wash		
MENARDS - TINLEY PARK	41621	07/03/23	329.96	01-04-5406 BUILDING MAINTENANCE	Steel End Frames		
MENARDS - TINLEY PARK	41673	07/04/23	61.65	01-08-5329 JANITOR SUPPLIES	Glass Cleaner, Dish Soap, Paper Towels		
MENARDS - TINLEY PARK	41731	07/05/23	900.15	01-04-5406 BUILDING MAINTENANCE	4x8 RTD Sheeting, Steel End Frames, 72" Steel Racking Beams		
MENARDS - TINLEY PARK	41747 07/05/23	07/05/23	30.58	01-04-5406 BUILDING MAINTENANCE	4x8 RTD Sheeting		
MENARDS - TINLEY PARK	41810	07/06/23	436.71	01-02-5406 BUILDING MAINTENANCE	Bracket, Denumidifier, Bug Zapper, PureDry Mini, Wet/Dry Vac		
MENARDS - TINLEY PARK	41844	07/07/23	34.59	01-04-5406 BUILDING MAINTENANCE	4" Test Ball		
MENARDS - TINLEY PARK	42406	07/17/23	78.85	01-02-5406 BUILDING MAINTENANCE	Paper Towels, Water, Brush, Degreaser		
MENARDS - TINLEY PARK	42407 07/17/23	07/17/23	108.00	01-02-5406 BUILDING MAINTENANCE	2 Full LP Tanks		
MENDEZ FOUNDATION	0060670-JIN	01/09/23	1,045.84	01-03-5320 COMMUNITY RELATIONS	CHCW Grade 5 Kit, 30 pack		
MILLER, ROBERT	1st Qtr 2023	07/14/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
Mota-Aguirre, Luis	18899	07/12/23	48.00	01-00-4111 VEHICLE LICENSES-PASSENGER	Retund \$48 for a Purchased that should have been charged \$2 but was charged \$50		
MOTOROLA SOLUTIONS - Starcom21	7600220230601	07/01/23	13,800.00	01-03-5602 COMPUTERIZATION	ACT# OPPT02 P Tickets	2335	
MUNICIPAL COLLECTION SERVICES	024604	06/30/23	303.73	01-03-5509 COLLECTION SERVICE	Police Body Cameras		
Omega Pro Systems	6283	06/29/23	1,115.50	01-01-5404 COMPUTER MAINTENANCE	Evidence Room Door Emergency Repair		
O'REILLY AUTO PARTS	3380-486055	06/23/23	32.58	01-04-5402 VEHICLE MAINTENANCE	Fuel/Water Sep		
O'REILLY AUTO PARTS	3380-486387	06/26/23	44.66	02-18-5402 VEHICLE MAINTENANCE	Cabin Filters		
O'REILLY AUTO PARTS	3380-486474	06/27/23	9.66	02-17-5402 VEHICLE MAINTENANCE	Reflectors, Mirror Adhesive		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
O'REILLY AUTO PARTS	3380-486487	06/27/23	4.99	02-17-5402 VEHICLE MAINTENANCE	Return Mirror Adhesive		
O'REILLY AUTO PARTS	3380-486719	06/29/23	187.44	01-04-5402 VEHICLE MAINTENANCE	#30 Control Arm Assy		
ORLAND FIRE PROTECTION DISTRICT	14115	07/06/23	13,053.16	01-02-5512 OTHER SERVICES	DISPATCH SERVICE - June 325 CALLS	3452	
ORLAND FIRE PROTECTION DISTRICT	14122	07/10/23	3,378.93	01-02-5402 VEHICLE MAINTENANCE	E139 PM ck Oil Leak/Air Leak/Emerg Lights & PM	3464	
Park Ave Recovery LLC c/o Fundworks LLC	6519	07/13/23	350.00	01-03-5399 MISC EXPENSE	BODY REMOVAL AND TRANSPORT TO ME OFFICE		
Peerless Network Inc	28082	07/15/23	297.44	01-01-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	227.78	01-02-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	535.38	01-03-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	118.97	01-04-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	14.87	01-05-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	52.05	01-10-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	193.33	01-11-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	52.05	01-12-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	341.33	02-17-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	28082	07/15/23	74.36	02-18-5305 TELEPHONE	ACT# 1211798		
PITCHER, JULIE*	1st Qtr 2023	07/14/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
PITCHER, MARK E.*	1st Qtr 2023	07/14/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
Pitney Bowes Inc	1023491064	07/12/23	340.27	01-01-5301 OFFICE SUPPLIES	ACT# 0012958363 MAILING MACHINE EZ Seal, Red Ink		
PROSHRED SECURITY*	1st Qtr 2023	07/14/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
QUALITY PRINTING & DESIGN*	1201879	07/12/23	50.34	01-03-5399 MISC EXPENSE	Cus# 48-0000365960 Service 96 Gallon Bin		
SCHROEDER MATERIAL INC*	21023	02/10/23	115.00	02-17-5302 PRINTING	500 No Parking Signs		
SCHROEDER MATERIAL INC*	S1214924	03/21/23	386.98	02-18-5418 LANDSCAPING REPAIRS	Ac# OAKF06 PULVERIZED SOIL, GRASS SEED		
SCHROEDER MATERIAL INC*	S1217026	04/13/23	210.00	01-04-5418 LANDSCAPING REPAIRS	Ac# OAKF06 PULVERIZED SOIL		
SCHROEDER MATERIAL INC*	S1217148	04/14/23	210.00	01-04-5418 LANDSCAPING REPAIRS	Ac# OAKF06 PULVERIZED SOIL		
SCHROEDER MATERIAL INC*	S1217764	04/18/23	420.00	01-04-5418 LANDSCAPING REPAIRS	Ac# OAKF06 PULVERIZED SOIL		
SHERWIN WILLIAMS CO	6272-9	07/14/23	32.45	01-04-5406 BUILDING MAINTENANCE	Paint Clamp Room		
SOMMERFELD, ANITA*	1st Qtr 2023	07/14/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
SOMMERFELD, HOWARD*	1st Qtr 2023	07/14/23	233.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
STATE TREASURER LL DEPT	63793	07/07/23	2,958.78	08-00-5414 TRAFFIC SIGNAL MAINTENANCE	Resp.Code: 9170 - US6/159TH ST @ ARROYO DR, US6/159th ST @ RIDGELAND, US6/159th ST @ LARAMIE		
TRANSPORTATION					Motorcycle has Disability Plate, refund cost		
Stokes, Kevin	000407 Refund	07/10/23	15.00	01-00-4111 VEHICLE LICENSES-PASSENGER	Motorcycle has Disability Plate, refund cost		
Stokes, Kevin	000408 Refund	07/10/23	15.00	01-00-4111 VEHICLE LICENSES-PASSENGER	Motorcycle has Disability Plate, refund cost		
SUB TRAILER HITCH	14066	06/26/23	93.75	01-04-5401 EQUIPMENT MAINTENANCE	#501 LEDs, Set, Oval Light		
THOMPSON ELEVATOR INSPECTION SERVICE	23-1738	07/12/23	43.00	01-11-5503 PROFESSIONAL SERVICES	Inspection		
TRUGREEN LIMITED PARTNERSHIP	179011662	07/05/23	84.66	01-04-5510 LAWN CARE	15700 LOREL AVE LAWN SERVICE		
TRUGREEN LIMITED PARTNERSHIP	179084846	07/05/23	133.92	01-08-5510 LAWN CARE	CITY HALL CAMPUS LAWN SERVICE		
TRUGREEN LIMITED PARTNERSHIP	179084847	07/05/23	241.88	01-08-5510 LAWN CARE	CITY HALL CAMPUS GRUB CONTROL		
TRUGREEN LIMITED PARTNERSHIP	179084848	07/05/23	723.20	01-04-5429 MAINTENANCE OF PONDS	DITCH AREAS ARROYO, BOCA RIO LAWN SERVICE		
TRUGREEN LIMITED PARTNERSHIP	179084849	07/05/23	59.25	02-17-5406 BUILDING MAINTENANCE	WATER TOWER BRIAR LN LAWN SERVICE		
TYLER TECHNOLOGIES INC	130-138242	06/30/23	1,236.91	88-00-5312 TRAINING & TRAVEL	Upgrade NWPS, Mileage, Hotel, Per Diem		
Venegas, Rene	000426 Refund	07/18/23	10.00	01-00-4111 VEHICLE LICENSES-PASSENGER	Refund Overcharge for Motorcycle Tag		
Verizon Wireless	9939241566	07/09/23	1,020.22	01-01-5305 TELEPHONE	ACT# 980507380-00001		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
Verizon Wireless	9939241566	07/09/23	1,112.20	01-02-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	1,727.15	01-03-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	312.04	01-04-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	180.86	01-05-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	24.84	01-09-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	372.89	01-11-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	84.00	01-12-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	192.03	02-17-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9939241566	07/09/23	84.00	02-18-5305 TELEPHONE	ACT# 980507380-00001		
Veterinary Clinic of Tinley Park	2902220	07/13/23	73.00	01-04-5324 KENNEL SUPPLIES	ACT# 980507380-00001		
W. G. N. FLAG & DECORATING CO	63211	07/05/23	79.00	01-02-5313 UNIFORMS	Act# 6889 Snowy - Exam, Radiographs, Euthanasia, Cremation		
WAREHOUSE DIRECT*	5529458-0	07/11/23	7.91	01-04-5301 OFFICE SUPPLIES	2 5x8' Nylon US Flags		
Waste Mgmt of IL / WM Corp. Services Inc	0064464-2033-0	07/03/23	2,500.00	01-04-5326 LANDFILL	Expandable File		
Z-Force Transportation Inc	23-192042	07/07/23	1,800.00	01-04-5326 LANDFILL	Cust. ID: 28-82085-83000 LaCrosse Ave at Natalie Creek bring Soil to Landfill		
ZOLL MEDICAL CORPORATION	3082863 38	07/18/23	1,599.14	01-02-5609 EMERGENCY MEDICAL EQUIPMENT	Cust.# CitOak LaCrosse Spoils to Landfill Cust# 125759 X Series Monitor/Defibrillators w/Interp, ECG, Pacing, Nibp, Spo2, SpO2, CPR Expansion Pack, Etco2, Dmst - 60 Monthly Payments #38	1757	

Grand Totals:

168	112,792.55
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Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Descrip.	Gen Description	FY
Advanet	H110243468400	120304	07/12/23	1,496.07	01-03-5517	WORKER'S COMP INSURANCE	Alpha bill id: IC1-GGIL-239319 Claim# 230307W014	0723
Atthemath	JC2023-0201	120305	07/12/23	300.00	01-03-5399	MISC EXPENSE	Bio-Hazard Clean-Up Blood on Walking Trail	0723
AIR ONE EQUIPMENT INC*	195292	19428	07/12/23	2,625.94	01-02-5401	EQUIPMENT MAINTENANCE	Component Hsg Assy G1 Facepiece	0723
AIRGAS USA LLC	5500049152	120306	07/12/23	371.81	01-02-5317	EMS SUPPLIES	Payer: 3439471 FD1 Oxygen, Diss Valve	0723
AIRGAS USA LLC	5500049153	120306	07/12/23	292.00	01-02-5317	EMS SUPPLIES	Payer: 3439471 FD2 Oxygen, Diss Valve	0723
AIRGAS USA LLC	5500160922	120306	07/12/23	641.80	02-17-5332	COMPRESSED GAS & CHEMICAL	Payer: 2059598 Acetylene, Oxygen	0723
A-K UNDERGROUND INC	5446	120307	07/12/23	3,187.95	02-18-5424	MAINTENANCE OF SEWERS	15817 LeClairre call out, Vacuum 8" sewer of loose material, Debris Disposal	0723
Alliant Insurance Services Inc	2343506	120308	07/12/23	200.00	01-01-5518	LIABILITY INSURANCE	Ac# OakFore-04 Nicole Torrey Bond# 285071253	0723
AMAZON CAPITAL SERVICES INC*	1GDX-1TKH-9XXV	19429	07/12/23	47.97	01-01-5399	MISC EXPENSE	Coffee	0723
AMAZON CAPITAL SERVICES INC*	1JPN-6LTX-CW7M	19429	07/12/23	94.99	01-11-5313	UNIFORMS	Safety Glasses	0723
AMAZON CAPITAL SERVICES INC*	1LXQ-TLTX-3H7F	19429	07/12/23	337.61	01-04-5327	SAFETY-OSHA REQUIREMENTS	Earplugs, Safety Glasses, Fire Hose	0723
AMAZON CAPITAL SERVICES INC*	1N9X-WXXK-F6Q4	19429	07/12/23	23.52	01-01-5301	OFFICE SUPPLIES	Tape	0723
AMAZON CAPITAL SERVICES INC*	1VN1-FKXW-69DV	19429	07/12/23	153.38	01-04-5327	SAFETY-OSHA REQUIREMENTS	Ear Protection, Hard hats	0723
AMERICAN MESSAGING	U1109710XG	120309	07/12/23	244.05	01-11-5305	TELEPHONE	ACT# U1-109710	0723
Artistic Holiday Designs LLC*	2025	19430	07/12/23	51,980.00	01-08-5336	FLAGS & DECORATIONS	Christmas Pole Decor Snowflake 417195 50% downpayment	0723
ATLAS BOBCAT LLC	HX7679	120310	07/12/23	1,155.85	01-04-5401	EQUIPMENT MAINTENANCE	Cylinder	0723
Basic Irrigation Services Inc	30882	120311	07/12/23	307.50	01-08-5406	BUILDING MAINTENANCE	Reprogram Controller, Check System, Replace 2 Relay Heads	0723
BAXTER & WOODMAN INC*	0247641	19431	07/12/23	3,400.00	01-01-5503	PROFESSIONAL SERVICES	#0081395.37 NBIS Program Management & Inspection Services	0723
BAXTER & WOODMAN INC*	0247643	19431	07/12/23	110.00	01-12-5503	PROFESSIONAL SERVICES	#211695.81 LPC Oak Forest Site Plan Review	0723
BAXTER & WOODMAN INC*	0247644	19431	07/12/23	1,287.50	01-12-5503	PROFESSIONAL SERVICES	#211718.80 157th Street Multi-Use Building Engineering Review	0723
BAXTER & WOODMAN INC*	0247645	19431	07/12/23	330.00	01-04-5627	POND & CREEK RESTORATION	#2325124.00 Public Works Pond Research	0723
BEACON SSI INC*	0000105878	19432	07/12/23	125.00	01-04-5401	EQUIPMENT MAINTENANCE	30 Day Walkthrough Inspection	0723
BI RENTAL INC	127336-1	120312	07/12/23	291.60	02-18-5514	EQUIPMENT RENTAL	Trailer	0723
BREWSMART BEVERAGE	BRSC0136710	120313	07/12/23	104.75	01-02-5399	MISC EXPENSE	#4593 Coffee Cartridges	0723
C & M PIPE & SUPPLY CO INC	22043	120314	07/12/23	1,955.00	02-18-5424	MAINTENANCE OF SEWERS	Mud Shovel, Inlet Filter Basket, Hydrant Wrench, Manhole Cover Hook	0723
C.O.P.S. AND F.I.R.E. PERSONNEL TESTING	108187	120315	07/12/23	450.00	01-01-5503	PROFESSIONAL SERVICES	Fire Service Pre-Employment Psychological - J.S.	0723
CANON FINANCIAL SERVICES INC	30771577	120316	07/12/23	1,719.19	02-17-5504	CONTRACTUAL SERVICES	CONTRACT# 001-0694009-002 COPPER IRC55501111	0723
CATHERINES GARDENS	122542	120317	07/12/23	147.00	01-02-5114	DEPARTMENT HEADS	2JG03773; Contract# 694009-2 ImageRunner DX C3730L, Contract# 694009-2 ImageRunner DX C257F	0723
CCP INDUSTRIES INC	IN03306088	120318	07/12/23	563.22	02-18-5327	SAFETY-OSHA REQUIREMENTS	Sympathy Arrange for a Man	0723
CHICAGO PARTS and SOUND LLC	210004266	120319	07/12/23	1,955.00	01-02-5402	VEHICLE MAINTENANCE	Cust# 0000152195 Big Roll Paper Towels, Toilet Tissue	0723
CHICAGO SOUTHLAND CONVENTION & VISITO	June 2023 TM	120320	07/12/23	322.77	01-01-5512	OTHER SERVICES	Install Kussemaul Super Auto Elec, 4012 Chief Series	0723
Chicago Tribune Company	075217241000	120321	07/12/23	94.50	01-01-5308	ADVERTISING	HOTEL TAX REMIT June TERRACE MOTEL ONLY	0723
Cintas	4159996920	120322	07/12/23	226.24	01-08-5406	BUILDING MAINTENANCE	ACT# CU00038229 LEGAL NOTICE	0723
							Payer# 18445520 2 4x6 Scraper, 11 3x10 Gray, 4 3x5 Gray, 1 4x6 Gray, 1 4x8 Logo, 1 5x6 Logo mats	0723

Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Descrip.	Gen Description	FY
CINTAS CORPORATION	5165698143	120323	07/12/23	190.30	02-17-5406	BUILDING MAINTENANCE	Payee# 10691594: Breakroom & Shop cabinets filled, Organized	0723
Cintas Corporation #21	4159691862	120324	07/12/23	215.25	01-04-5313	UNIFORMS	Payee# 14485649 TOWELS, COVERS, MATS, UNIFORMS	0723
Cintas Corporation #21	4160465612	120324	07/12/23	215.25	01-04-5313	UNIFORMS	Payee# 14485649 TOWELS, COVERS, MATS, UNIFORMS	0723
CITY OF OAK FOREST	#43 06-03-23 - 06-16-2	120325	07/12/23	2,721.90	01-03-5517	WORKER'S COMP INSURANCE	Self-Insurance Retention: Claim# 230307W014 M.G.	0723
CIVIC SYSTEMS LLC	CVC23569	19433	07/12/23	14,895.00	02-18-5404	COMPUTER MAINTENANCE	Client# 90858 Semi-Annual Software Support Fees July - December	0723
CNB BANK & TRUST	21501262 061523	120296	07/03/23	1,262.67	38-00-5701	BOND INTEREST EXPENSE	LOAN# 21501262	0723
Comcast	July23 FD3	120326	07/12/23	219.90	01-02-5404	COMPUTER MAINTENANCE	Ac# 8771 40 096 0526533	0723
Comcast	July23 FD9	120327	07/12/23	219.90	01-02-5404	COMPUTER MAINTENANCE	Ac# 8771 40 096 0526509	0723
Comcast	July23 PD01	120328	07/12/23	141.90	01-03-5305	TELEPHONE	Ac# 8771 40 096 0363101	0723
Comcast	July23 PD1	120329	07/12/23	10.54	01-03-5399	MISC EXPENSE	Ac# 8771 40 096 0005991	0723
COMED	0130400001 062023	120330	07/12/23	19.41	01-04-5307	ELECTRICITY	Ac# 0130400001	0723
COMED	0361152043 061923	120331	07/12/23	194.77	01-04-5307	ELECTRICITY	Ac# 0361152043	0723
COMED	0559489020 062623	120332	07/12/23	170.96	02-17-5307	ELECTRICITY	Ac# 0559489020	0723
COMED	0883840015 061923	120333	07/12/23	23.80	01-04-5307	ELECTRICITY	Ac# 0883840015	0723
COMED	1845139023 062023	120334	07/12/23	57.78	01-04-5307	ELECTRICITY	Ac# 1845139023	0723
COMED	3174037027 062623	120335	07/12/23	196.90	01-04-5307	ELECTRICITY	Ac# 3174037027	0723
COMED	5606020003 061923	120336	07/12/23	110.20	02-17-5307	ELECTRICITY	Ac# 5606020003 EFL-Vault	0723
Comed	1459158056 062223	120337	07/12/23	989.44	01-04-5307	ELECTRICITY	Ac# 1459158056	0723
Comed	2795168028 061623	120338	07/12/23	4,416.18	01-04-5307	ELECTRICITY	ACT# 2795168028	0723
CONCENTRIC INTEGRATION	0247642	120339	07/12/23	185.00	02-17-5503	PROFESSIONAL SERVICES	#0210426: 00 SCAADA Support Services	0723
CONSERV FS	66054725	120340	07/12/23	285.00	02-18-5418	LANDSCAPING REPAIRS	Grass Seed	0723
CORE & MAIN*	T039261	19434	07/12/23	455.13	02-17-5401	EQUIPMENT MAINTENANCE	Reversing Switch Credit - Did not order.	0723
CORE & MAIN*	T045058	19434	07/12/23	3,387.00	02-17-5330	WATER METERS	Water Cplg. iParts, Washers	0723
CORE & MAIN*	T098926	19434	07/12/23	360.00	02-17-5421	MAINTENANCE OF WATER MAINS	Blue Marking Paint	0723
CUSTOM TIRE INC	77673	120341	07/12/23	1,650.00	01-04-5402	VEHICLE MAINTENANCE	4 Tires for #18	0723
Dacia Adjudication System	DT 2023-06-87	120342	07/12/23	2,350.00	01-03-5509	COLLECTION SERVICE	Collections Services for MOS/MOVE - June	0723
DELTA DENTAL OF ILLINOIS*	1939327	19435	07/12/23	6,866.81	01-00-2123	INSURANCE-DENTAL	Denial Group #s: 11560-000-10000-00000, 11560-000-20000-00001, 11560-000-19999-00000	0723
DIRECT ENERGY BUSINESS	2318400520366529	120343	07/12/23	9,901.32	09-04-5307	ELECTRICITY	ACT# 1549431	0723
Disanto, Bridget	07-05-23 Exp Reimb	120344	07/12/23	1,740.00	01-01-5312	TRAINING & TRAVEL	Summer 2023 Tuition 50% of Total	0723
DUTCH VALLEY INC*	4893	19436	07/12/23	715.83	09-04-5510	LAWN CARE	Landscape Management Gateway Metra Lots	0723
DUTCH VALLEY INC*	4700	19436	07/12/23	1,826.00	01-04-5533	STREETSCAPE MAINTENANCE	July Commuter Parking Lot & Entry Way Sign/ROW	0723
EAGLE UNIFORM CO INC	INV-15579	120345	07/12/23	264.00	01-02-5313	UNIFORMS	Plantier Bed Maintenance T-Shirts	0723
EU USA INC*	110230043980	19437	07/12/23	2,394.56	02-17-5421	MAINTENANCE OF WATER MAINS	Valve Boxes, Lids	0723
EMERGENCY MEDICAL PRODUCTS INC	2565384	120346	07/12/23	19.59	01-02-5317	EMS SUPPLIES	Tube Cuff, Bladder	0723
FIFTH THIRD BANK CREDIT CARD 1204	895	1066187	06/09/23	237.60	01-12-5399	MISC EXPENSE	Bofills BBQ Comm Dev Luncheon P.R.	0623

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FIFTH THIRD BANK CREDIT CARD 1204	1624865341	1066188	06/27/23	1,295.00	01-10-5404	COMPUTER MAINTENANCE	Leightnix Inc - Total Info - T.R.	0623
FIFTH THIRD BANK CREDIT CARD 1204	1513284169	1066189	06/28/23	1,295.00	01-10-5404	COMPUTER MAINTENANCE	Leightnix Inc - Total Info - T.R.	0623
FIFTH THIRD BANK CREDIT CARD 1204	111-3555551-8001858	1066190	06/27/23	216.67	01-01-5301	OFFICE SUPPLIES	Amazon.com - ink Cartridges, Docking Station, Jump Drive - T.R.	0623
FitzSimmons Hospital Services Inc	107142	120347	07/12/23	60.00	01-03-5399	MISC EXPENSE	Madacide Disinfectant 4 Gallons	0723
GASVODA & ASSOCIATES INC	INV23M5R0083CHF	120348	07/12/23	344.24	02-17-5332	COMPRESSED GAS & CHEMICAL	4 Hach 25569-00 Free Chlorine Reagent Set	0723
GATSO USA*	23400132	19438	07/12/23	25,230.00	01-03-5512	OTHER SERVICES	RED LIGHT CAMERA PROGRAM - JUNE	0723
GRIFFIN, STEVEN	07-06-23 Exp Reimb	120349	07/12/23	32.91	01-02-5313	UNIFORMS	Flag Frame Expense Reimbursement	0723
Hawkins Inc	6513781	120350	07/12/23	539.26	02-17-5332	COMPRESSED GAS & CHEMICAL	Customer# 283951 Chlorine 150 lb Cylinders	0723
HELSEL-JEPPERSON ELECTRICAL INC	920796	120351	07/12/23	431.64	01-08-5406	BUILDING MAINTENANCE	Syl Fluor Bulbs	0723
Home Industries	S194784	120352	07/12/23	1,800.00	01-04-5326	LANDFILL	Hauling/Loading	0723
HR Green Inc.	163670	120353	07/12/23	1,836.25	01-01-5503	PROFESSIONAL SERVICES	#2202989-0000 Oak Forest IL 147th Street	0723
HR Green Inc.	163829	120353	07/12/23	3,641.00	08-00-5412	STREET RESURFACING	#2202898-0000 2023 MFT Road Program	0723
ILLINOIS LAW ENFORCEMENT ALARM SYSTEM	DUES12457	120354	07/12/23	240.00	01-03-5310	PROFESSIONAL DUES	ILEAS 2023 Annual Membership Dues	0723
ILLINOIS MUNICIPAL RETIREMENT FUND	70543	1066186	07/07/23	44,103.49	01-00-2104	IMRF W/H PAYABLES	JUNE CONTRIBUTIONS	0723
International Assn of Fire Chiefs	08-31-23 SG Dues	120355	07/12/23	215.00	01-02-5310	PROFESSIONAL DUES	Full Membership, Great Lakes Division Dues - DC Steve Griffin	0723
JOE RIZZA	440531	120356	07/12/23	98.18	01-11-5402	VEHICLE MAINTENANCE	#1 Moulding	0723
JOE RIZZA	440773	120356	07/12/23	81.08	01-04-5402	VEHICLE MAINTENANCE	#34 Sensor Assy	0723
JOE RIZZA	440776	120356	07/12/23	74.88	01-03-5402	VEHICLE MAINTENANCE	Stock Filler Asys	0723
Johnstone Supply	2172342	120357	07/12/23	89.22	01-08-5406	BUILDING MAINTENANCE	Lochinvar A.O. Smith	0723
Johnstone Supply	2173772	120357	07/12/23	125.76	01-04-5401	EQUIPMENT MAINTENANCE	Tool Backpack, Control Circuit	0723
Johnstone Supply	2173802	120357	07/12/23	181.50	01-04-5401	EQUIPMENT MAINTENANCE	Condensate	0723
KLEIN THORPE AND JENKINS LTD*	234620 4260-001	19439	07/12/23	5,742.00	01-01-5506	LEGAL FEES-REGULAR	GENERAL	0723
KLEIN THORPE AND JENKINS LTD*	234621 4260-013	19439	07/12/23	1,920.00	01-01-5506	LEGAL FEES-REGULAR	Labor	0723
KLEIN THORPE AND JENKINS LTD*	234672 4260-035	19439	07/12/23	2,076.50	01-01-5506	LEGAL FEES-REGULAR	CODE ENFORCEMENT ACTIONS - 5136 BELLAIRE	0723
KLEIN THORPE AND JENKINS LTD*	234673 4260-085	19439	07/12/23	704.00	01-01-5506	LEGAL FEES-REGULAR	15541 S. Cicero Avenue	0723
KLEIN THORPE AND JENKINS LTD*	234674 4260-092	19439	07/12/23	383.20	01-01-5506	LEGAL FEES-REGULAR	No Cash Bid Acquisitions	0723
KLEIN THORPE AND JENKINS LTD*	234675 4260-112	19439	07/12/23	87.00	15-00-5506	LEGAL FEES-REGULAR	PROPERTY Q	0723
KLEIN THORPE AND JENKINS LTD*	234676 4260-123	19439	07/12/23	3,649.50	01-01-5506	LEGAL FEES-REGULAR	PROPERTY MAINTENANCE LIENS	0723
KLEIN THORPE AND JENKINS LTD*	234677 4260-131	19439	07/12/23	484.00	37-00-5506	LEGAL FEES-REGULAR	EAGLE GUN CLUB	0723
KLEIN THORPE AND JENKINS LTD*	234678 4260-138	19439	07/12/23	258.00	38-00-5506	LEGAL FEES-REGULAR	MAACK REDEVELOPMENT	0723
KLEIN THORPE AND JENKINS LTD*	234679 4260-145	19439	07/12/23	176.00	26-00-5506	LEGAL FEES-REGULAR	North Mark Gateway Commercial Real Estate Sale	0723
KLEIN THORPE AND JENKINS LTD*	234680 4260-157	19439	07/12/23	29.00	40-00-5506	LEGAL FEES-REGULAR	Redevelopment of 4250 167th Street Eminent Domain	0723
KLEIN THORPE AND JENKINS LTD*	234681 4260-169	19439	07/12/23	29.00	01-01-5506	LEGAL FEES-REGULAR	Oak Crest LLC Demolition Complaint	0723
KLEIN THORPE AND JENKINS LTD*	234682 4260-171	19439	07/12/23	484.00	01-01-5506	LEGAL FEES-REGULAR	TIF No. 8 (Proposed)	0723
KLEIN THORPE AND JENKINS LTD*	234683 4260-180	19439	07/12/23	418.00	01-01-5506	LEGAL FEES-REGULAR	Hall Administrative Adjudication	0723
KLEIN THORPE AND JENKINS LTD*	234684 4260-181	19439	07/12/23	322.00	01-01-5506	LEGAL FEES-REGULAR	15230 Central Demolition Action	0723
KLEIN THORPE AND JENKINS LTD*	234685 4260-185	19439	07/12/23	264.00	01-01-5506	LEGAL FEES-REGULAR	15426 Cicero Ave Car Wash Development (City Property Sale)	0723
KLEIN THORPE AND JENKINS LTD*	234686 4260-186	19439	07/12/23	443.19	01-01-5506	LEGAL FEES-REGULAR	15624 Lamson - City Property Sale	0723

Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Descrip.	Gen Description	FY
KLEIN THORPE AND JENKINS LTD*	234687 4260-188	19439	07/12/23	6,608.00	01-01-5506	LEGAL FEES-REGULAR	Rada v. City of Oak Forest IPMG Claim No. 221021W003	0723
KLEIN THORPE AND JENKINS LTD*	234688 4260-189	19439	07/12/23	462.00	01-01-5506	LEGAL FEES-REGULAR	15801 Lorel (Rezoning (Urban))	0723
KLEIN THORPE AND JENKINS LTD*	234689 4260-190	19439	07/12/23	598.00	01-01-5506	LEGAL FEES-REGULAR	Oak Forest Complaint Foreclosure (Oak Crest LLC)	0723
KLEIN THORPE AND JENKINS LTD*	234690 4260-191	19439	07/12/23	528.00	01-01-5506	LEGAL FEES-REGULAR	15229 Cicero Ave. Cigo Station	0723
Labampa, Johnny	12422	120358	07/12/23	25.00	01-00-4111	VEHICLE LICENSES-PASSENGER	Sold Vehicle, Refund Sticker	0723
LIBERTY ART WORKS	13747	120359	07/12/23	295.00	01-02-5399	MISC EXPENSE	Helmet Award - M.C.	0723
Linde Gas & Equipment Inc	36673860	120360	07/12/23	41.85	02-17-5332	COMPRESSED GAS & CHEMICAL	Cust# 71421886 CYLINDER RENT IND HIGH PRESSURE	0723
LOPEZ, ARGELLO	July 2023 Ins Refund	120361	07/12/23	1,741.03	01-00-2107	INS DEDUCTION PAYABLE	Refund for Health Insurance paid for July 2023, former employee cancelled effective 06-30-23	0723
M. COOPER WINSUPPLY	148561 01	120362	07/12/23	568.58	02-17-5406	BUILDING MAINTENANCE	Fiber Exp Joint	0723
MCCANN INDUSTRIES INC*	P27311	19440	07/12/23	136.40	01-04-5416	CONCRETE REPAIRS	OAK PARK AVE & FORESTVIEW DR, 147th & Oak park	0723
MEADE INC*	704913	19441	07/12/23	438.70	08-00-5414	TRAFFIC SIGNAL MAINTENANCE	Ave/Justamere Rd	0723
MENARDS - TINLEY PARK	40535	120363	07/12/23	87.38	01-08-5329	JANITOR SUPPLIES	Bags, Bouny, Tyd Bols	0723
MENARDS - TINLEY PARK	40864	120363	07/12/23	21.88	01-04-5324	KENNEL SUPPLIES	Retriever Rolls, Mocha Latte, Planter	0723
MENARDS - TINLEY PARK	40914	120363	07/12/23	38.77	01-04-5324	KENNEL SUPPLIES	3-Dnr Cart, Water, Box	0723
MENARDS - TINLEY PARK	40924	120363	07/12/23	102.94	01-08-5329	JANITOR SUPPLIES	Rags, Swiffers, Mr Clean, Disinfectant	0723
MENARDS - TINLEY PARK	40986	120363	07/12/23	33.98	01-04-5401	EQUIPMENT MAINTENANCE	D-Ring for Trailer	0723
MENARDS - TINLEY PARK	40998	120363	07/12/23	125.10	01-02-5406	BUILDING MAINTENANCE	Cleaner, Softsoaps, Ortho, Mat, Bouny	0723
MENARDS - TINLEY PARK	41056	120363	07/12/23	32.50	01-02-5406	BUILDING MAINTENANCE	Oil Dri, Water	0723
MENARDS - TINLEY PARK	41118	120363	07/12/23	51.52	01-02-5406	BUILDING MAINTENANCE	Nozzle, Ortho GC, Ortho WC	0723
MENARDS - TINLEY PARK	41560	120363	07/12/23	113.90	01-02-5406	BUILDING MAINTENANCE	Glad Cascade, Paper Towels	0723
MITEL LEASING	904429406	120364	07/12/23	1,078.92	02-18-5305	TELEPHONE	Agreement #: 901-8081543-001	0723
NICOR GAS	52825310007 062623	120365	07/12/23	116.85	02-17-5306	NATURAL GAS	ACT# 52-82-53-1000 7	0723
NICOR GAS	53302710008 062623	120365	07/12/23	50.18	02-17-5306	NATURAL GAS	ACT# 53-30-27-1000 8	0723
NICOR GAS	56668823224 062823	120365	07/12/23	53.42	02-17-5306	NATURAL GAS	ACT# 56-66-88-2322 4	0723
NICOR GAS	94287458411 061223	120365	07/12/23	54.89	02-17-5306	NATURAL GAS	ACT# 94-28-74-5841 1	0723
Northwestern University	23346	120366	07/12/23	4,400.00	01-03-5312	TRAINING & TRAVEL	Northwestern Police Staff and Command - D.D.	0723
O'CONNOR LAW OFFICES LLC*	July 2023	19442	07/12/23	1,666.66	01-01-5507	LEGAL FEES-PROSECUTOR	JULY PROSECUTOR RETAINER FOR COURT KEYS H and Y at BRIDGEVIEW COURTHOUSE	0723
O'REILLY AUTO PARTS	3380-484972	120367	07/12/23	90.34	02-17-5402	VEHICLE MAINTENANCE	Stock Oil Filters	0723
O'REILLY AUTO PARTS	3380-485676	120367	07/12/23	35.98	01-02-5402	VEHICLE MAINTENANCE	Blue Dets	0723
O'REILLY AUTO PARTS	3380-485720	120367	07/12/23	29.99	01-02-5402	VEHICLE MAINTENANCE	#3900 Inverter	0723
O'REILLY AUTO PARTS	3380-487165	120367	07/12/23	11.99	01-02-5402	VEHICLE MAINTENANCE	Tester	0723
ORLAND FIRE PROTECTION DISTRICT	14105	120368	07/12/23	4,656.47	01-02-5402	VEHICLE MAINTENANCE	Engine 39 PM, AC repair, belts, seal, etc	0723
OVERDOORS OF ILLINOIS INC*	28324	19443	07/12/23	220.00	01-04-5406	BUILDING MAINTENANCE	Adjusted Limits, Cleaned Cap, Bad Board	0723
OVERDOORS OF ILLINOIS INC*	28593	19443	07/12/23	2,650.00	01-04-5406	BUILDING MAINTENANCE	Replacement of door operator for bay 2 of mechanic's shop	0723
OVERDOORS OF ILLINOIS INC*	28594	19443	07/12/23	140.00	01-04-5406	BUILDING MAINTENANCE	Reinstall Toolley Chain, Lube	0723
PAGE SUBURBAN BUS	622164	120369	07/12/23	100.00	01-09-5513	LEASE PAYMENTS	ACT# 1586 July Vanpool Community Transit Fare 299MN	0723
PAGE SUBURBAN BUS	622229	120369	07/12/23	100.00	01-09-5513	LEASE PAYMENTS	ACT# 1586 July Vanpool Community Transit Fare 905MN	0723
PARK HARDWARE - TINLEY*	70742/1	19444	07/12/23	9.99	01-02-5406	BUILDING MAINTENANCE	Grill Brush	0723

Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Descrip.	Gen Description	FY
PARK HARDWARE - TINLEY*	70813/1	19444	07/12/23	22.77	01-04-5319	SMALL TOOLS	Electrical TSTR Kit and Wire	0723
PILCH, JOSEPH J*	Rice Exp Reimb	19445	07/12/23	1,300.00	01-01-5220	VETERANS COMMISSION	Ronnie Rice Expense Reimbursement	0723
POMPS TIRE SERVICE INC* Hammond	310222632	19446	07/12/23	1,206.31	01-02-5402	VEHICLE MAINTENANCE	#40 2 Tires	0723
POMPS TIRE SERVICE INC* Hammond	310227373	19446	07/12/23	2,401.60	01-02-5402	VEHICLE MAINTENANCE	Ambulance 6 Tires	0723
POSTMASTER - OAK FOREST	07-05-23 UB Postage	19446	07/12/23	1,565.63	02-18-5304	POSTAGE & FREIGHT	UB Postage	0723
PRINCIPAL LIFE INSURANCE CO*	July 2023	19447	07/12/23	2,813.26	02-18-5519	EMPLOYEE INSURANCE BENEFIT	ACT# 1029994-10001 LIFE INSURANCE	0723
PROVEN BUSINESS SYSTEMS*	1053410	19448	07/12/23	134.65	01-03-5399	MISC EXPENSE	Ac# 7086874050 Canon/DXC3471F Overage Con# 9878-01	0723
Quench USA Inc	INV05931890	120370	07/12/23	45.00	01-02-5399	MISC EXPENSE	Ac# D322174 3i R Q41298_D322174S 0287229	0723
Quench USA Inc	INV05973876	120371	07/12/23	252.00	01-11-5399	MISC EXPENSE	4 Q-86120_D382186S 0378388	0723
QUILL CORPORATION	32917968	120372	07/12/23	131.32	01-03-5301	OFFICE SUPPLIES	Forks, Highlighters, Paper Clips, Tape	0723
QUILL CORPORATION	32966810	120372	07/12/23	175.98	01-03-5301	OFFICE SUPPLIES	Staples, Foam Cups, Dawn	0723
QUILL CORPORATION	33156332	120372	07/12/23	108.07	01-03-5301	OFFICE SUPPLIES	Purell Sanitizer	0723
RAY O'HERRON CO INC*	2277645	19449	07/12/23	1,529.23	01-03-5313	UNIFORMS	Vortex II G2 Vests	0723
RCN	420741701-0016303	120373	07/12/23	425.08	01-02-5512	OTHER SERVICES	Account # 0201-4207417-01	0723
RCN	442590301-0016299	120374	07/12/23	945.00	02-18-5404	COMPUTER MAINTENANCE	Account # 0201-4425903-01	0723
RESERVE ACCOUNT*	06-27-23 Post Meter	19450	07/12/23	2,000.00	02-18-5304	POSTAGE & FREIGHT	Postage Meter Refill	0723
RitterTechMotion & Control Ent. LLC	c29292-002	120375	07/12/23	51.54	01-04-5402	VEHICLE MAINTENANCE	1729tc-44	0723
RitterTechMotion & Control Ent. LLC	c29622-004	120375	07/12/23	148.77	02-18-5401	EQUIPMENT MAINTENANCE	Elbows	0723
RKON INCORPORATED*	INV-RI-113469	19451	07/12/23	3,041.13	01-01-5304	POSTAGE & FREIGHT	Shipping	0723
RR Landscape Supply	130052	120376	07/12/23	180.00	02-18-5418	LANDSCAPING REPAIRS	Oak Forest Public Works Account: Pulverized Topsoil	0723
RR Landscape Supply	130148	120376	07/12/23	360.00	02-17-5418	LANDSCAPING REPAIRS	City of Oak Forest Account: Pulverized Topsoil	0723
RR Landscape Supply	000832	120377	07/12/23	107.84	01-01-5207	SR. CITIZENS COMMISSION	Senior Luncheon IC Novelties	0723
SAMS CLUB	000832	120377	07/12/23	107.84	01-01-5207	SR. CITIZENS COMMISSION	Bleach, paper Towels, Tissue, Cups, Coffee, Liners, Coffeemates, Forks, Bags, Spoons, Febreze, Dawn, Plates, Lysol, Bowls, Sugar	0723
SAMS CLUB	008678	120377	07/12/23	924.77	01-04-5399	MISC EXPENSE	N-30 SURFACE 14.71 TONS	0723
SANDENO EAST INC	10626	120378	07/12/23	912.02	01-04-5415	PATCHING MATERIALS	Turf/Slope Mowing, Landscape Services - June	0723
SEMMER LANDSCAPE LLC	32617	120379	07/12/23	9,830.77	01-04-5510	LAWN CARE	2023 Beautification Awards - 175 @ \$11,000 each	0723
SIGN GROUP (THE)	1754	120380	07/12/23	1,925.00	01-01-5217	STREETSCAPE ADVISORY COUN	Contract # 7519 Audit for Year Ending 04-30-23	0723
SIKICH LLP*	21325	19452	07/12/23	15,000.00	02-18-5505	AUDIT	Oak Forest Animal Control - Mikko, Feline Neuter, Gabapentin, FVRCP Booster	0723
SNIP Society Spray Neuter Illinois Pets	7426	120381	07/12/23	136.00	01-01-5224	FRIENDS OF ANIMAL CONTROL	Oak Forest Animal Control - Bonnie, Clyde: Feline Snap Test, FVRCP Boosters, Snap Tests	0723
SNIP Society Spray Neuter Illinois Pets	8251	120381	07/12/23	80.00	01-01-5224	FRIENDS OF ANIMAL CONTROL	Oak Forest Animal Control - Marge: Canine Spray, Lab, Distemper Booster, Rabies Vax, Snap Test	0723
SNIP Society Spray Neuter Illinois Pets	9562	120381	07/12/23	271.00	01-01-5224	FRIENDS OF ANIMAL CONTROL	Oak Forest Animal Control - Champ: Canine Neuter, Heartworm Test, Rabies, Distemper Vacs, 4 DX Snap, Post-Op	0723
SNIP Society Spray Neuter Illinois Pets	9869	120381	07/12/23	197.00	01-01-5224	FRIENDS OF ANIMAL CONTROL	Ice Machine Cleaner	0723
SUNDBERG AMERICA LLC	307851794	120382	07/12/23	82.48	01-02-5406	BUILDING MAINTENANCE	Trinley Park Dispatch MABAS Box Alarm Dispatch Fees 05-06-23	0723
THIRD DISTRICT FIRE CHIEFS ASSN	5236	120383	07/12/23	350.00	01-02-5512	OTHER SERVICES		0723

Vendor	Invoice Number	Check #	Check Date	Amount	GL Account	Account Descrip.	Gen Description	FY
THIRD DISTRICT FIRE CHIEFS ASSN	5251	120383	07/12/23	1,818.00	01-02-5512	OTHER SERVICES	QUARTERLY MABAS 24 DUES & ASSESSMENTS 3RD QTR 2023	0723
THOMPSON ELEVATOR INSPECTION SERVICE	23-1386	120384	07/12/23	86.00	01-11-5503	PROFESSIONAL SERVICES	2 Elevator Code Inspections	0723
Thomson, Edward	2158 St-Refund	120385	07/12/23	25.00	01-00-4111	VEHICLE LICENSES-PASSENGER	Senior Sticker Refund	0723
TRAINING CONCEPTS INC	55494	120386	07/12/23	1,702.00	01-03-5312	TRAINING & TRAVEL	46 Heartsaver CPR/AED Online Course Codes	0723
TRAINING CONCEPTS INC	56420	120386	07/12/23	43.50	01-02-5312	TRAINING & TRAVEL	BLS Online Course - N.M., eCard - R.L.	0723
TRAINING CONCEPTS INC	A230386	120386	07/12/23	240.00	01-02-5310	PROFESSIONAL DUES	ANNUAL AFFILIATION FEE THRU MAY 2024 FOR Mariscal Matys, Stearns	0723
TRANSUNION RISK AND ALTERNATIVE	910851-202306-1	120387	07/12/23	205.20	01-03-5399	MISC EXPENSE	Ac# 910851	0723
TRUGREEN LIMITED PARTNERSHIP	178128376	120388	07/12/23	302.34	01-08-5510	LAWN CARE	CITY HALL CAMPUS VEGETATION CONTROL	0723
TRUGREEN LIMITED PARTNERSHIP	178358682	120388	07/12/23	59.25	02-17-5406	BUILDING MAINTENANCE	STORAGE BUILDING VICTORIA DR LAWN SERVICE	0723
TRUGREEN LIMITED PARTNERSHIP	178360339	120388	07/12/23	59.25	02-17-5406	BUILDING MAINTENANCE	WATER TOWER OAK PARK AVE LAWN SERVICE	0723
TRUGREEN LIMITED PARTNERSHIP	178374746	120388	07/12/23	302.34	02-17-5510	LAWN CARE	WATER TOWER KILBOURN VEGETATION CONTROL	0723
TRUGREEN LIMITED PARTNERSHIP	178769547	120388	07/12/23	59.25	02-17-5510	LAWN CARE	WATER TOWER LOCKWOOD AVE LAWN SERVICE	0723
UNITED STATES TREASURY	06-21-23 PCOR	120389	07/12/23	326.43	01-01-5319	EMPLOYEE INSURANCE BENEFIT	36-6007749 PCOR Form 720 Plan Year Ending 04-30-2022	0723
Verizon Wireless	9937919660	120390	07/12/23	61.61	02-17-5305	TELEPHONE	Ac# 842475133-00001	0723
VILLAGE OF OAK LAWN*	June 2023	19453	07/12/23	329,520.15	02-17-5525	WATER PURCHASES	Water Purchase Gallons = 64,259	0723
VSP OF ILLINOIS NFP	818139261	120391	07/12/23	786.14	01-00-2126	INSURANCE-VISION	Client ID: 30077915, Customer Ref: 2866685, July Vision Care	0723
W. G. N. FLAG & DECORATING CO	63222	120392	07/12/23	165.00	01-02-5313	UNIFORMS	US Flag	0723
WAREHOUSE DIRECT*	5527050-0	19454	07/12/23	100.96	01-04-5301	OFFICE SUPPLIES	Clips, Pens	0723
Washington, Meagan	06-13-23 Exp Reimb	120393	07/12/23	135.90	01-02-5313	UNIFORMS	Shoes Expense Reimbursement	0723
WILLE BROTHERS CO*	378523	19455	07/12/23	1,404.25	01-04-5416	CONCRETE REPAIRS	YD 4000 PSI A/E Slag & SandStone	0723
WILLE BROTHERS CO*	378541	19455	07/12/23	967.00	01-04-5416	CONCRETE REPAIRS	YD 4000 PSI A/E Slag & SandStone	0723
WILLE BROTHERS CO*	378585	19455	07/12/23	1,205.50	01-04-5416	CONCRETE REPAIRS	YD 4000 PSI A/E Slag & SandStone	0723
WILLE BROTHERS CO*	378597	19455	07/12/23	808.00	01-04-5416	CONCRETE REPAIRS	YD 4000 PSI A/E Slag & SandStone	0723
WRIGHT CONCRETE RECYCLING INC*	5050	19456	07/12/23	140.00	01-04-5326	LANDFILL	7 - 4 WHEELER CONCRETE DUMPS	0723
WRIGHT CONCRETE RECYCLING INC*	5361	19456	07/12/23	141.19	01-04-5326	LANDFILL	4 - 6 Wheeler Concrete Dumps, 4.22 3" Stone Sale	0723
WRIGHT CONCRETE RECYCLING INC*	5424	19456	07/12/23	60.00	01-04-5326	LANDFILL	3 - 4 WHEELER CONCRETE DUMPS	0723
Z-Force Transportation Inc	23-191685	19457	07/12/23	6,911.76	02-17-5421	MAINTENANCE OF WATER MAINS	CAT STONE BACKFILL	0723
Z-Force Transportation Inc	23-191888	19457	07/12/23	780.00	01-04-5326	LANDFILL	Blanket PO for Hauling out of Spoils	0723
Grand Totals:				658,530.16				

## Consumer Protection Commissions Minutes

June 14, 2023

### Members Attending:

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

Old Business : Jewel manager said that the reason they are having a problem is because they do not have enough help staying so that they can train them better. However. They were going to try and correct the problem.

New Business : Lavergne spoke with the 1<sup>st</sup>. Ward adermin and asked why we are not being mention at the council meetings. He stated he would check into this and perhaps we could be mentioned to the viewers that we are there to help anyone with a problem that they are having and that they are not able to get any results. Update on this will be forth coming.

Next meeting:

July 12,2023 at 7:30 p.m.

Minuets taken by Lavergne Innocenti (Secretary)

APPROVED 6-28-23

W. Blatchford  
Pat Reid  
Richard E. Beatty

**CITY OF OAK FOREST**

**FIRE & POLICE COMMISSION MEETING**

**MINUTES**

**WEDNESDAY APRIL 12, 2023**

**4:00PM**

**BLUE ROOM**

1. Roll Call-Taken at 4:00pm. Present were Commissioners Beatty, Blatchford and Gericke. Also present were Police Chief Reid, Police Detective Odonnell, Fire Chief Kasper, and Deputy Fire Chief Griffin.
2. Approval of Minutes-Meeting minutes from meeting 3-27-23 were submitted for review and approval. Motion Commissioner Blatchford to accept, seconded by Commissioner Gericke. All were in favor, motion passed.
3. Correspondence- None
4. Old Business-None
5. Review of Police Officer Candidate Backgrounds-Investigator Odonnell presented the background investigation on Police Officer Candidate Colton Marik. After thorough review and discussion on his background, Commissioner Blatchford motioned to accept Davies as a candidate, seconded by Commissioner Beatty. All were in favor, motion passed. Marik file to be forwarded to Human Resources Manager Disanto for further action. Chief Reid updated the Commission on current manpower status and background investigations.
6. New Business-Chief Kasper and Deputy Chief Griffin updated the Commission on current manpower strength and status of background investigation on candidate Schuringa who is last eligible candidate on the Fire Dept. Entry list, making a need for another entry level test in near future.
7. Citizen Participation-None

8. Adjournment-Motion Commissioner Blatchford to adjourn, seconded by Commissioner Beatty. All were in favor, motion passed. Meeting adjourned at 5:30pm.

APPROVED 6-28-23

W. Blatchford  
Pat Gericke  
Richard E. Beatty

## CITY OF OAK FOREST

### FIRE & POLICE COMMISSION MEETING MINUTES TUESDAY MAY 9, 2023 10:00AM

#### BLUE ROOM

1. Roll Call-Roll call taken at 10AM. Present were Commissioners Blatchford, Beatty, and Gericke. Also Present were Police Chief Reid, Police Detective Burnett and Fire Deputy Chief Griffin.
2. Approval of Minutes-Tabled
3. Correspondence-None
4. Old Business-None
5. Review and Approval of Firefighter Captain Test Results-Initial written test results were reviewed. Motion Commissioner Blatchford to accept, seconded by Commissioner Gericke. All were in favor, motion passed.
6. New Business- Chief Reid informed the Commission of the resignation of Officer Dickman. Chief Reid presented the background on Candidate Pikowicz which was completed by Investigator Odonnell. After review and discussion, Commissioner Blatchford motioned to reject Pikowicz as a candidate, seconded by Commissioner Beatty. All were in favor, motion passed. Chief Reid also presented the background on Candidate Pacheco, which was completed by Investigator Burnett. After review and discussion Commissioner Blatchford motioned to accept Pacheco as a candidate, seconded by Commissioner Gericke. All were in favor, motion passed. Both Pikowicz and Pacheco files to be forwarded to Human Resources for further action.
7. Citizen Participation -None

8. Adjournment-Motion Commissioner Blatchford to adjourn, seconded by Commissioner Beatty. All were in favor, motion passed. Meeting adjourned at 11:00am.

APPROVED 6-28-23  
W. Blatchford  
Richard E. Beatty

**CITY OF OAK FOREST**

**FIRE & POLICE COMMISSION MEETING  
MINUTES  
THURSDAY MAY 18, 2023  
10:00AM**

**BLUE ROOM**

1. Roll Call-Roll call taken at 10AM. Present were Commissioners Blatchford, Beatty, and Gericke. Also Present were Fire Chief Kasper and Fire Deputy Chief Griffin.
2. Approval of Minutes-Tabled
3. Correspondence-Invoice 23047 for \$8,168.61 received from Resource Management for Fire Captain testing. Motion Commissioner Blatchford to accept, seconded by Commissioner Gericke. All were in favor, motion passed.
4. Old Business-None
5. Review and Approval of Firefighter Captain Test Results and Final Register-Test results and Final Register were reviewed. Motion Commissioner Blatchford to accept, seconded by Commissioner Beatty. All were in favor, motion passed.
6. Review of Firefighter Backgrounds-Tabled
7. Citizen Participation -None
8. Adjournment-Motion Commissioner Blatchford to adjourn, seconded by Commissioner Beatty. All were in favor, motion passed. Meeting adjourned at 10:35am.

APPROVED 6-28-23  
W. Blatchford  
Richard E. Beatty

**CITY OF OAK FOREST**

**FIRE & POLICE COMMISSION MEETING  
MINUTES  
THURSDAY JUNE 1, 2023  
1:00PM**

**BLUE ROOM**

1. Roll Call-Roll call taken at 1:00pm. Present were Commissioners Blatchford, Beatty, and Gericke. Also Present were Police Chief Reid and Fire Deputy Chief Griffin.
2. Approval of Minutes-Tabled
3. Correspondence-None
4. Old Business-None
5. Review and Approval of Firefighter Captain Promotions-The Commission was in receipt of a request by Fire Chief Kasper to promote the top two candidates on the Fire Captain Promotional List, Candidates Kasper and Hamill. Motion Commissioner Blatchford to accept and promote, seconded by Commissioner Gericke. All were in favor, motion passed.
6. Review of Firefighter Backgrounds-Deputy Fire Chief Griffin presented the completed background on Candidate Schuringa. After review and discussion, motion Commissioner Blatchford to accept Schuringa, seconded by Commissioner Beatty. All were in favor, motion passed. Schuringa file to be forwarded to Human Resources for further action.
7. Citizen Participation -None
8. Adjournment-Motion Commissioner Blatchford to adjourn, seconded by Commissioner Gericke. All were in favor, motion passed. Meeting adjourned at 1:37pm.

# OAK FOREST VETERANS COMMISSION

**\*\* Meeting \*\***

**DATE: Thursday June 15, 2023 at 19:30**

**Oak Forest City Hall Blue Room**

**Chairman:** (X) Joe Pilch

**Liaison to the city:** ( ) Paul Selman

**Committee Members 11:** (X) Chris Adams, (X) Ralph Chichester, (X) Dennis Mitzner, (X) Dave Moore, ( ) John Perales, ( ) Jim Pioth, (X) Don Snedden, (X) Tom O'Neill, ( ) Jim Watson, (X) Rich Wojotowicz

**Honorary Member:**

**Guest:**

## 1. Pledge of allegiance

## 2. Roll Call

## 3. Approval of Minutes

- Approval of the May minutes by Don Snedden 2<sup>nd</sup> by Dennis Mitzner.
  - All members present approved.

## 4. Liaison to the City Report Paul Selman:

- Out-of-Town

## 5. OLD BUSINESS:

- Emptied the Flag receptacle Saturday June 3 about 15 bags to burn. Joe checking with PW to burn flags at PW area.
- Planning for 4th of July 2023 concert at Park District Pavilion behind main Park District building.
  - We will try to incorporate Operation Gratitude into Independence Day event July 4<sup>th</sup>.
  - Would like some military vehicles around the area that night. Paul will contact his trucking company and Joe will contact Mike Salamowicz (PW Director) and John Robinson (Asst. PW Director) they both have military vehicles.
  - Joe has contacted Nick from Doug's dogs and Ken Keeler (Kenootz) to provide food service/truck.
  - We should have at least four Port-a-potties, 1 handicapped accessible and 3 others.
  - Parking would be in front of Park District, on Long Ave. and soccer practice fields. Will request sign from PW.
  - Hang Veterans Banner behind Ronnie Rice.
  - Dennis Mitzner volunteered to be MC of the event.
  - Handout challenge coins.

- One of our members could use a little yard clean-up assistance. Joe will talk with him about setting a date.

Placing flags on Central Ave. and 159<sup>th</sup> street was completed.

**6. NEW BUSINESS:**

- Veterans Birthday signs need to be handed out to members to place on lawns.

**7. Once around the Table.**

Each member shares any information for Veterans.

Ralph - Lansing has a Veterans program they put on yearly. He will get the information for next year.

- Happy Birthday Army June 14<sup>th</sup> Flag Day.

Tom – Uniform for Independence Day picnic? It will be polo shirts.

Dave – Had a cardio test and all is fine.

Dennis – Joe Varaunowski was a guard at the tomb of unknown soldiers and did a presentation at Abe Lincoln.

Don – Thanks to those that helped clean out flag box.

Joe – We can have a table at the Suds N’ Stuff community car wash Saturday August 26 from 9:30 AM - 3:30 PM. Event being held at Fire Station.

**8. ADJOURNMENT: Adjourned at 20:50 by Dennis Mitzner 2<sup>nd</sup> by Tom O’Neill.**

All members present approved.

Our next meeting is Thursday July 20, 2023 at 19:30 in Blue Room.

Dates and times could change with approval of committee. May be posted in the agenda if time permits.

**Meeting dates for 2023 meetings start at 19:30.**

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

## What Happened On This Day – June 15

- **1991 Mount Pinatubo explodes**

The stratovolcano's eruption was one of the most violent of the 20th century. About 800 people died, but the event had also global consequences. For example, it caused a global temperature drop of 0.5 °C (0.9 °F).

- **1977 Spain holds the first free elections since 1936**

The transition to democracy followed nearly four decades of right-wing dictatorship under Francisco Franco. Adolfo Suárez became Spain's first democratically elected Prime Minister.

- **1954 The Union of European Football Associations is founded**

The UEFA is the umbrella organization for association football in Europe. It comprises 54 member countries in Europe and Asia.

- **1844 Charles Goodyear patents vulcanization**

The American inventor is credited with developing the basic concept of strengthening rubber by adding sulfur or similar materials. Vulcanized rubber is today used for a wide array of products, such as tires and shoe soles.

- **1667 The first human blood transfusion is administered**

Jean-Baptiste Denys, physician to King Louis XIV of France, transfused sheep blood into a 15-year-old boy. He survived, most likely due to the relatively small amount of blood used.

**Trivia:** (You do not win anything, but it is fun playing?)

### **May question**

Q. **Who was the pilot of the B-29 "Enola Gay" that dropped the Hiroshima bomb?**

- **Col. Paul Tibbets**
- Col. Joseph William Kittinger II
- Col. Herman G. "Hank" Tillman Jr.
- Col. Frank W. Murphy

### **June Question**

Q. **Who did NOT receive a Congressional Gold Medal?**

- Walt Disney
- John Wayne
- Bob Hope
- Henry Fonda

EMERGENCY TELEPHONE SYSTEM BOARD  
MINUTES (SUMMARIZED)  
JUNE 6, 2023

ATTENDANCE

Police Chief Reid, Fire Chief Kasper, DPW Director Mike Salamowicz, IT Director Tom Rieman and Supvr. Marilyn Morgan.

APPROVAL OF MINUTES

Motion to approve the Minutes from the May 2, 2023 Meeting was made by Tom Rieman, seconded by Jason Reid and agreed to by all.

APPROVAL OF BILLS

\$900.00 – Motorola Starcom Network, \$67,048.69 – US Digital Designs – FD Alerting System, \$1020.00 – APCO EMD on=line, and \$59,887.00 – MSC – down payment to implement a P25 VHF system were approved for payment. Motion made by Jason Reid, seconded by Tom Rieman and agreed to by all. AT&T invoices were paid from ISP \$750.00 (acct #8058) and \$157.64 (acct # 7058).

NEW BUSINESS

Chief Kasper discussed an application alerting FD vehicles and will research more information on it. Tom Rieman advised an upgrade to connect FS1 and FS2.

OLD BUSINESS

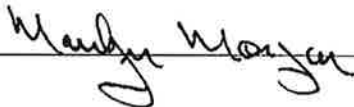
Tom Rieman advised the new Voicelogger should be delivered mid-June. Chief Reid discussed a project for EMA Joe Pilch dropped who was not present but dropped off documents, but will need more information from Joe Pilch.


PUBLIC COMMENT

None

ADJOURNMENT

Motion to adjourn at 0940 hours made by Jason Reid, seconded by Gary Kasper and agreed to by all. Next scheduled Meeting is Tuesday July 11, 2023 at 9AM in the Police Department Conference Room.

  
\_\_\_\_\_

  
\_\_\_\_\_

CITY OF OAK FOREST

PLANNING & ZONING COMMISSION MEETING MINUTES

Wednesday, June 21, 2023

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The Planning & Zoning Commission meeting was called to order at 7:03 p.m.

**PRESENT:** Commissioner Mike Forbes  
Commissioner Curt Kunz  
Commissioner Rick Larson  
Commissioner Bill Sykes  
Commissioner Michael Ziak  
Staff Member Paul Ruane  
Staff Member Nicole Tormey

**ABSENT:** Chairman Jim Stuewe  
Commissioner Jeffrey Ater  
Commissioner Glenn Runge  
Commissioner Wayne Schroeder

Staff member Paul Ruane asked for a motion for pro tem Chairman.

Commissioner Forbes made the motion for pro tem Chairman Ziak. Commissioner Larson seconded.

AYES	NAYS	ABSTAIN	ABSENT
Commissioner Forbes			
Commissioner Kunz			
Commissioner Larson			
			Commissioner Runge
			Commissioner Schroeder
Commissioner Sykes			
Commissioner Ziak			
			Commissioner Ater
			Chairman Stuewe

Motion for pro tem carried 5-0-0 with 4 absent.

\*\*\*\*\*

Meeting started with the pledge of allegiance.

1. ZC# 23-011 Clover's Rooftop Patio Special Use Permit & Parking Variation: The applicant requests review and recommendation of approval for a special use permit to allow an outdoor beer garden/eating patio and a variation for parking requirements in the C3 – Central Business District at 15548 S. Cicero Avenue.

Paul Ruane presented the case for Clover's Bar and Grill, 15548 S. Cicero Avenue. Mr. Ruane circulated a packet showing the details of the special use permit request and parking variation. The existing parking has 10 onsite parking spaces, 7 spaces located in right of way, 24 spaces per an agreement with Beggar's Pizza. 38 parking spaces are required. A total of 41 spaces will be provided by applicant. The patio request is a wood deck with tables and chairs, small bar with a soundproof wall between the residents to the west and the property to the east. Small catwalk to take you from back of the building to the front. With the rest of the rooftop for mechanicals and which will be blocked from public access.

Five conditions of approval proposed by staff.

The applicant is present.

Commissioner Kunz questioned regarding the access point to the rooftop. Mr. Ruane stated the stairwell will be on the west side of the building. There will be a walkway that brings you to the east side of the building, the front. Commissioner Kunz asked if the access will be outside or inside. Mr. Ruane stated it will be outside.

Commissioner Forbes questioned if there is an existing agreement with the City for the parking variation in the right of way. Mr. Ruane stated not currently but the City is working on this and a number of other agreements that will be taking place.

Commissioner Larson asked if the stairwell is metal or wooden. Lee Maniatis, the construction manager approached the dais and stated metal. Pete Visvardis, family representative of the owners of Clover's Bar and Grill, also approached the dais. Commissioner Larson asked if someone in a wheelchair will be able to get up on the rooftop. Pete Visvardis responded no. The rooftop is under 1,000 square feet therefore there are no requirements for ADA. Commissioner Larson asked if there will be a wet bar and if servers have to go downstairs to get drinks and bring them up. Mr. Visvardis replied they will have drinks upstairs. Not a full bar. Most commonly used bottles will be up there with a three compartment sink, all based on recommendations of the health department. Commissioner Larson asked about the food. Mr. Visvardis replied that the food will be cooked downstairs and a server will bring it upstairs.

Pro tem Chairman Ziak asked about the stairwell in back and the plastic storage containers. Mr. Visvardis replied that the plastic storage containers are storage for drygoods and can be put under the staircase. Pro tem Chairman Ziak asked about a leveled sidewalk coming off the stairs. Mr. Visvardis replied that the parking lot will be repaved and the sidewalk will be leveled.

Commissioner Kunz inquired about the other units being repaved. Mr. Visvardis stated all tenants will be getting repaved. Paul Ruane added that it was part of the liquor license approval to work with the neighbors to do maintenance and refresh the parking lot.

Pro tem Chairman Ziak asked about the parking agreement with Beggar's and if there are any stipulations on where to park. Mr. Visvardis stated he will add to the signage where to park in Beggar's parking lot.

Commissioner Larson asked about the structure. Mr. Maniatis replied they have done preliminary structural calculations and there might be some additional shoring or bracing that is needed. But right now, it is pretty much ready to go. Still waiting on the finals for the structural.

Commissioner Forbes inquired about the landscaping and if the conditions proposed cover the whole property or just Clover's 30 feet. Mr. Ruane stated the condition proposed applies to Clover's 30 feet and their dumpster. Mr. Visvardis added the owners of Clovers have no issue with installing a bike rack.

Pro tem Chairman Ziak asked how high the fencing needed to be facing Cicero Avenue. Mr. Maniatis replied that per code it will be at least 42 inches if not higher. Mr. Ruane stated the Building Department is okay with no additional fencing. Pro tem Chairman Ziak asked if there will be stipulations on the hours. Mr. Ruane stated that will be based on liquor license approval for the patio and discussion for City Council.

Pro tem Chairman asked for questions from the Commissioners.

Paul Ruane read into the record two public comments received via emails from The Nagel's, 4840 W. 156<sup>th</sup> Street and George Karuntzos owner 15530 S. Cicero. Both in support of the Special Use Permit.

Commissioner Kunz asked if there will be a fence at the end of the parking to separate the neighbors and parking lot. Mr. Visvardis spoke with the gentleman that lives there and gave him his phone number if there are any issues. Mr. Ruane stated the staff was proposing landscaping rather than a fence.

Pro tem Chairman Ziak asked for additional questions. Hearing none. He asked for a motion to affirm PZC Resolution 23-16 recommending approval of the special use permit and variation with the conditions of approval by staff.

Commissioner Forbes made the motion.

Commissioner Kunz seconded.

<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Commissioner Forbes			
Commissioner Kunz			
Commissioner Larson			
			Commissioner Runge

			Commissioner Schroeder
Commissioner Sykes			
Pro tem Chairman Ziak			
			Commissioner Ater
			Chairman Stuewe

Motion carried 5-0-0 with 4 absent. It will now go to City Council next Tuesday, June 27<sup>th</sup> with a positive recommendation from Planning and Zoning.

\*\*\*\*\*

Pro tem Chairman Ziak asked for a motion to approve the minutes from June 7, 2023.

Commissioner Larson made the motion.

Commissioner Forbes seconded.

AYES	NAYS	ABSTAIN	ABSENT
Commissioner Larson			
Commissioner Kunz			
Commissioner Forbes			
Commissioner Sykes			
Pro tem Chairman Ziak			
			Commissioner Runge
			Commissioner Schroeder
			Commissioner Ater
			Chairman Stuewe

Motion to approve the minutes of June 7, 2023 with no changes, carried 5-0-0 with 4 absent.

Mr. Ruane updated Planning and Zoning with pending applications. Milex selling business from current operator to corporate. Potential small residential multi-family looking to add an additional unit and requiring a parking variance. Mr. Keeler is requesting a special use permit and multiple variations for a pole sign. Mr. Ruane also updated commissioners on ongoing projects. Commissioner Forbes updated on the progress with Culvers and the dispensary.

Commissioner Forbes asked about a July 5<sup>th</sup> meeting. Mr. Ruane believes the meeting will be cancelled. The following meeting will be July 19<sup>th</sup>.

Pro tem Chairman Ziak asked for a motion to adjourn.

Commissioner Forbes made the motion.

Commissioner Larson seconded.

All in favor, aye.

Meeting adjourned at 7:30 p.m.

Minutes prepared by Nicole Tormey, Executive Assistant.



CHAIRMAN JAMES STUEWE

# City of Oak Forest



## Client Manager:

Steve Amann  
samann@baxterwoodman.com

Project Status Report Issued On: 6/30/2023

Project Title/Job	Project Manager	Completion Date	Tasks Completed This Period	Tasks Pending This Period	Items Waiting On Client	Status Date
NBIS Program Management & Inspection Services (2023-2024) Job Number: [0081395.37]	Brian Bromley 815-444-3209 bbromley@baxterwoodman.com	12/31/2024	Performed inspection of the City Structures on June 9 and filed paperwork with the State. Sent updated forms, photos and USB bridge files to the Client.	None	None	6/14/2023
159th at Cicero FEMA Letter of Map Revision Submittal (P.O. 1681) Job Number: [0181346.32]	Paul Siegfried 815-444-3360 psiegfried@baxterwoodman.com	5/1/2023	- Approval of LOMR by FEMA - Notification of LOMR published	- Currently in 120-day comment period.	None at this time	6/29/2023
157th Street Multi-Use Building Engineering Review (PO 2260) Job Number: [0211718.80]	Steve Amann 815-444-3345 samann@baxterwoodman.com	4/1/2023	Review and comment on updated partial submittal	None; awaiting resubmittal and Staff input	Response to outstanding review questions	6/29/2023
AWIA ERP Job Number: [0211821.30]	Kaitlin Wright 815-444-3256 kwright@baxterwoodman.com	12/31/2021	None	Waiting for Client to Review ERP and then incorporating any client comments.	Waiting on Client to review ERP.	6/29/2023
Aldi's Site Plan Review - PO: 2292 Job Number: [0220526.80]	Steve Amann 815-444-3345 samann@baxterwoodman.com	4/1/2023	Respond to Staff inquiry regarding status	None; awaiting resubmittal	None	6/29/2023
City of Oak Forest - Sanitary Sewer Extension Job Number: [0221185.40]	Mike Kenny 815-444-3371 mkenny@baxterwoodman.com	9/1/2023	Wetland delineation, Survey, Topo Breakdown, Geotech, 30% Design, 60% Design, Permitting,	90% Design, On-going Permit Coordination with MWRD & ACOE	None	6/29/2023
15848 Cicero Site Plan Review (PO 3142) Job Number: [0221999.80]	Steve Amann 815-444-3345 samann@baxterwoodman.com	3/1/2023	No activity this period	None	None	6/29/2023



ALL GOOD THINGS CLOSE TO HOME

# CITY COUNCIL AGENDA MEMO

DATE: JULY 25, 2023  
TO: MAYOR HENRY L. KUSPA, CITY COUNCIL  
FROM: TIMOTHY J. KRISTIN

APPROVAL OF RESOLUTION 2023-07-0441R APPROVING THE PURCHASE OF PROPERTY AND AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AND SALES CONTRACT FOR PROPERTY LOCATED AT 15229 S. CICERO AVENUE, OAK FOREST, ILLINOIS.

## Background

The property located at 15229 S. Cicero Avenue was formerly used as a gas station/convenient mart and has been abandoned for a number of years by the ownership. In keeping with the Oak Forest Strategic Plan to develop and improve the City's commercial corridors, City staff contacted the ownership for the property and negotiated a purchase price of \$50,000.00 for the property. The purchase of the property is contingent upon the City conducting its due diligence to ensure there are no outstanding environmental issues associated with the property. The City plans to redevelop the commercial property once the City takes possession of the property.

## Action Requested

Approval of the Resolution authorizing the Mayor and Clerk to execute the Purchase Sale Agreement.

**RESOLUTION NO. 2023-07-0441R**

**A RESOLUTION APPROVING PURCHASE OF PROPERTY AND AUTHORIZING  
EXECUTION OF REAL ESTATE PURCHASE AND SALES CONTRACT  
(15229 Cicero Ave., Oak Forest, Illinois)**

**WHEREAS**, the City of Oak Forest, Cook County, Illinois (the “City”) is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

**WHEREAS**, pursuant to the Illinois Municipal Code and Article 7, Section 6 of the Illinois Constitution, the City is authorized to purchase property for a public purpose and proposes to purchase the property located at 15229 Cicero Ave., in the City of Oak Forest (the “Property”); and

**WHEREAS**, the Mayor and City Council have determined that the purchase of the Property by the City pursuant to the terms and conditions set forth in the REAL ESTATE PURCHASE AND SALES CONTRACT attached hereto as **EXHIBIT A** (the “Purchase Contract”), as negotiated by and between the City and the Seller and titleholder, AZ SPE, LLC, 12345 S. Keeler Avenue, Alsip, Illinois is for a commercially reasonable price, is in the best interests of the residents of the City and is for a public purpose.

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

**SECTION 1:** That the recitals set forth hereinabove are hereby adopted and incorporated as if fully set forth herein.

**SECTION 2:** The Mayor and City Council hereby approve the purchase of the Property and approve the Purchase Contract attached hereto as **EXHIBIT A**.

**SECTION 3:** That for and on behalf of the City Council, the Mayor and the City Clerk are hereby authorized and directed to execute the Purchase Contract, such Purchase Contract attached hereto as **EXHIBIT A** and made a part hereof. The City Administrator is hereby further authorized and directed to take any and all such further actions and execute such documents as may be needed to complete the closing and conveyance of title to this Property to the City, to implement the terms of the Purchase Contract and conveyance of title to the Property by the Seller to the City.

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

ADOPTED AND APPROVED by the City Council this \_\_\_ day of \_\_\_\_\_, 2023 by the following roll call vote:

<b>ALDERMAN</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Ken Keeler Ward 1				
Joe McCarthy Ward 2				
Chuck Wolf Ward 3				
Paul Selman Ward 4				
Jim Emmet Ward 5				
James Hortsman Ward 6				
Denise Danihel Ward 7				
<b>TOTAL</b>				

APPROVED by the Mayor this \_\_ day of \_\_\_\_\_, 2023:

\_\_\_\_\_  
Henry L. Kuspa  
Mayor

ATTEST:

\_\_\_\_\_  
Nicole Tormey  
City Clerk

**REAL ESTATE PURCHASE AND SALES CONTRACT**  
**(15229 Cicero Avenue, Oak Forest, Illinois)**

**THIS REAL ESTATE PURCHASE AND SALES CONTRACT** (the "**Contract**") is made as of the Effective Date (as defined in Paragraph 28 hereof) between the Titleholder of Record as set forth on paragraph 18A hereof (the "**Seller**") and the **CITY OF OAK FOREST**, an Illinois municipal corporation (the "**Buyer**").

**A G R E E M E N T:**

1. **THE BUYER IS A MUNICIPAL ENTITY AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE CITY COUNCIL OF THE CITY OF OAK FOREST.**

2. **SALE.** The Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, the fee simple title to a parcel of land commonly known as 15229 Cicero Ave., Oak Forest, Illinois, with PIN 28-15-104-010/019/032/040-0000, located in the County of Cook (the "**Property**"), which Property is legally described in Exhibit A attached hereto and made a part hereof.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00 )** (the "**Purchase Price**"). At closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus proration as provided herein.

4. **EARNEST MONEY DEPOSIT.** All money will be paid at closing.

5. **CLOSING DATE.** The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place on a date as mutually agreed by the Parties within 30 days of the date upon which the Buyers' Evaluation Period expires (the "**Closing Date**"). Closing shall take place at the office of Chicago Title Insurance Company, Chicago, Illinois (the "**Title Company**") or at such other time and place as mutually agreed to by the parties.

6. **RIGHT TO EVALUATION AND ENVIRONMENTAL INSPECTION.** It is understood by the Seller and Buyer that the prior use of the Property was as a gasoline service station and that such a use presents particularized risks of contamination and certain mandatory practices, required by law, to minimize any contamination at the Property by chemical releases, spills or leaks. The Buyer shall have the right, for a period of sixty (60) days from the Effective Date of this Agreement, to conduct an evaluation of the Property (the "**Evaluation Period**") and to select and retain environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and a Phase I and/or Phase II environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate (the "**Assessment**"). Provided, however, that (a) all entries on the Property pursuant to this Section 4 shall be conducted (i) during

normal business hours and with at least twenty-four (24) hours' advance notice to Seller, and (ii) Buyer will use reasonable efforts not to interfere with Seller's use and occupancy of the Property or the conduct of Seller's business on the Property; and (b) within a reasonable period of time after any entry on the Property pursuant to this Section, Purchaser shall restore the Property to substantially the condition in which it existed immediately prior to such entry. Buyer agrees that, in making any physical or environmental inspections of the Property, Buyer will carry not less than One Million Dollars (\$1,000,000.00) comprehensive general liability insurance with contractual liability endorsement which insures Buyer's indemnity obligations hereunder, and, upon request of Seller such policy will name Seller as an insured party and will provide Seller with written evidence of same. Buyer will restore promptly any physical damage caused by the inspections. Buyer shall defend, indemnify, and hold Seller harmless from and against any loss, claim, liability, damage, cost, or expense (including without limitation reasonable attorneys' fees) arising out of any entries and activities on the Property by Buyer or its agents, contractors, or employees pursuant to this Section 4, provided however that Buyer shall not be liable for (i) the discovery of any pre-existing condition, (ii) any claims of diminution in the value of the Property as a consequence of the results revealed by any such investigations or testing, or (iii) the acts or omissions of Seller or its agents, employees or contractors. This indemnity obligation shall survive Closing and delivery of the Deed (as defined below) or termination of this Agreement for a period of one (1) year. For reasonable cause shown and requested by Buyer in writing, Seller agrees to extend such period an additional twenty – one (21) days. Seller hereby grants, and will cause any tenants to grant, to the Buyer and its consultants, their employees, agents, subcontractors and representatives, authorization to enter upon the Property to conduct the environmental and engineering investigation. Seller shall provide to the Buyer and its employees, agents, representatives and consultants full and complete access to the Property (including the groundwater thereunder). The Seller shall provide all documents and information in Seller's possession, custody or control which relate or refer to the Property (including the groundwater thereunder), its present and prior uses, or to the activities at or near the Property (including the groundwater thereunder) and any and all environmental audits, reports or documents that refer or relate to the Property. If requested, the Seller will make available to the City's consultants, and authorize full disclosure by, those key people having knowledge about the prior use(s) of the Property and any and all environmental practices and procedures of the Seller and prior occupants of the Property, and, if necessary, will make available all documents and information in the Seller's possession, custody or control which relate to adjacent property. The Seller shall notify the City of the location and description of all public and private utilities on or below the Property.

7. **BUYER'S OPTION TO TERMINATE CONTRACT.** The Buyer shall not be obligated to take title to the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever, Buyer determines that the use or condition of the Property (including the groundwater thereunder) is unsuitable for its use, or any part thereof or any adjacent property, poses a material health, safety or environmental hazard, or if the Environmental Assessment reveals the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation including, but not limited to, the presence of any hazardous material (the foregoing collectively, an "**Environmental Defect**"). If, in the sole and exclusive judgment of Buyer, Buyer determines that there is an Environmental Defect, Buyer shall have the right to revoke its acceptance of the Contract and the adoption of the Ordinance, if any, accepting the Contract and approving the purchase of the Property contemplated herein, and to

declare the Contract and its Ordinance approving the purchase and execution of the Contract and related closing documents null and void. Buyer shall make its determination to terminate or accept the Contract and approve the purchase within the Buyer Evaluation Period including any extension thereof. In event the Buyer does not inform the Seller of its intention to terminate the contract within said Buyer Evaluation Period, it shall be deemed an approval of said Contract and the Contract and related documents shall be in full force and effect..

8. **SELLER DELIVERIES.** The Seller shall deliver to Buyer the following documents, studies, reports and other items within the Seller's control within ten (10) business days after the Effective Date: all documents identified in paragraph 6 hereinabove, real estate tax bills for past two (2) years, any environmental reports, including Phase I or II environmental reports, CADD documents, notices, communications, or correspondence from any governmental or regulatory entity regarding any violations at or on the Property, deficiencies, obligations, liens, debts, amounts or fines owing related to the Property, service contracts or other third party contracts, licenses or use permits, and all written leases. In addition, Seller shall also provide to the Buyer disclosure of any unwritten leases or tenancies on the Property.

9. **SERVICE CONTRACTS.** All service contracts, maintenance agreements, third-party vendor agreements and management agreements to which Seller is a party and affect the Property shall be terminated by Seller prior to Closing. Buyer has the right to terminate this Contract if this condition is not satisfied.

10. **LEASES.** Seller warrants there will be no ongoing leases or tenancies, whether written or unwritten, for any portion of the Property, by the time of Closing. Buyer has the right to terminate this Contract if this condition is not satisfied.

11. **TITLE INSURANCE.** Seller shall, within thirty (30) days of the Effective Date and at Buyer's expense, obtain and submit to the Buyer, a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 (the "**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to those matters described in **Exhibit B**, attached hereto and made a part hereof (the "**Permitted Exceptions**"). Seller agrees to provide the Buyer, in addition to or as a condition of the issuance of the above described commitment, all necessary documents for the issuance of the commitment, and to reflect proper title, including copies of any and all instruments which could be shown as exceptions or be referred to in the aforesaid commitment. If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), Buyer shall have fifteen (15) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter (the "**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have seven (7) days from the date of receipt of the Buyer's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and issue a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment

to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Contract, at which time this Contract shall become null and void without further action of the parties, or (ii) upon notice to Seller within ten (10) days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Buyer shall pay the cost for any later date title commitments, and Buyer shall pay for the cost of the later date to its Proforma Title Policy.

12. **SURVEY.** Buyer shall within ten days of the Effective Date and at Buyer's cost and expense, obtain and provide to Buyer a Plat of Survey that conforms to the Minimum Standards of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement, placed near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey."

13. **DEED.** Seller shall convey fee simple title to the Property to Buyer, by a recordable Special Warranty Deed (the "**Deed**"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title, , Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking or such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

14. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

- A. Seller shall deliver or cause to be delivered to the Title Company:
  - i. the original executed and properly notarized Deed;
  - ii. the original executed and property notarized Affidavit of Title,;
  - iii. the original executed and property notarized Non-Foreign Affidavit;
  - iv. counterpart originals of Seller's Closing Statement;

- v. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Title Company:

- i. the Purchase Price, plus or minus prorations;
- ii. counterpart originals of Seller's Closing Statement;
- iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

C. The parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

15. **POSSESSION.** Possession of the Property shall be delivered to Buyer on the Closing Date free and clear of all Leases and subject only to the Permitted Exceptions, and in the same condition as at the time of the execution of this Contract. The Seller shall have the right to remove any and all items from the Property prior to the Closing.

16. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Seller having the day prior to the Closing Day.

A. **Real Estate Taxes.** General real estate taxes for 2023 and subsequent years, special assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing, the proration will be based on 100% of the most recent full year tax bill, and shall be conclusive, with no subsequent adjustment.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills

or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing.

17. **CONVEYANCE TAXES.** The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

18. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters.** Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. Seller and Titleholder under this Contract is AZ SPE, LLC.

B. **Violations of Zoning and Other Laws.** Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code, other than the violations and notices issued by the Buyer. The Property as conveyed to Buyer shall include all rights of the Seller to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.

C. **Pending and Threatened Litigation.** To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.

D. **Eminent Domain, etc.** To the best knowledge and belief of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

E. **Access to Property Utilities.** No fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

F. Assessments. To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

G. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

H. Executory Agreements. Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.

I. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.

J. Governmental Obligations. To the best knowledge and belief of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. Seller represents that the Property is adjacent to and has full and free access on all perimeter areas to and from public streets, such that no private easements or agreements are necessary to afford access to or from the Property.

L. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "**foreign person**" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-foreign Affidavit as set forth in said Section 1445.

When used in this Agreement, the expression "**to the best knowledge and belief of Seller,**" or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation

and inquiry, is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

19. **ENVIRONMENTAL COVENANTS.** The covenants, representations and warranties contained in this paragraph shall be deemed remade as of the date of closing and shall survive the closing and shall be deemed to have been relied upon by the City in consummating this transaction, notwithstanding any investigation the City may have made with respect thereto, or any information developed by or made available to the City prior to the closing and consummation of this transaction. Seller, represents and to the City as to the following matters, each of which is true and correct as of the date of this Agreement, and also true and correct as of the closing date:

A. From the date hereof to the date the City obtains possession of the Property as defined in this Agreement, the Seller agrees (i) to operate, maintain and manage the Property (including the groundwater thereunder) in the ordinary course of business; (ii) that the Property (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined below); and (iii) to maintain existing insurance on the Property.

B. Except as may be specifically provided in writing to Buyer, as provided at paragraphs 6 and 8 hereof, the Seller has no knowledge of: (i) the presence of any Hazardous Materials (as defined below) on, under or in the Property (including the groundwater thereunder); (ii) any Release (which means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any hazardous Material) or threatened Release of Hazardous Materials that have occurred or are presently occurring on or onto the Property (including the groundwater thereunder); or (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Property (including the groundwater thereunder) as a result of any construction on or operation and use of the Property (including the groundwater thereunder).

C. Except as may be specifically provided in writing to Buyer, as provided at paragraphs 6 and 8 hereof, to the best knowledge and belief of the Seller, the Property has never been used (and from the date hereof to the date City obtains possession of the Property) will not be used as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. The Property (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials, and the Seller has received no notice of nor to Seller's best knowledge does the Property (including the groundwater thereunder) violate any Environmental Laws. For purposes of this Agreement, the phrase "Environmental Laws" shall mean any federal, state, county or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent contracts and permit

conditions) relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §2601, et seq. ("TSCA"), the Occupational, Safety and Health Act, 29 U.S.C. §651, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Safe Drinking Water Act, 42 U.S.C. 300f, et seq., and §3001, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq. ("HMTA"), the Clean Water Act, 33 U.S.C. §1251, et seq., the Uranium Mill Tailing Radiation Control Act, 42 U.S.C. §655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 42 U.S.C. §136, et seq., the National Environmental Policy Act, 42 U.S.C. §4321, et seq., the Noise Control Act, 42 U.S.C. §4901, et seq., the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq., the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, et seq. ("EPCRA"), and other comparable federal, state, county or local laws and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder, as any or all of the foregoing may from time to time be amended, supplemented or modified. For the purposes of this Agreement, the phrase "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term "Hazardous Materials" will include: "hazardous substances" as defined in CERCLA; "extremely hazardous substances" as defined in EPCRA; "hazardous waste" as defined in RCRA; "hazardous materials" as defined in HMTA; "chemical substance or mixture" as defined in TSCA; crude oil, petroleum and petroleum products or any fraction thereof (including "petroleum" as that term is defined in 42 U.S.C. §6991(8)); radioactive materials including source, by-product or special nuclear materials; asbestos or asbestos-containing materials; and radon.

D. Except as may be specifically provided in writing to Buyer, as provided at paragraphs 6 and 8 hereof, the Seller has received no notice of and to the best of Seller's knowledge and belief the Property (including the groundwater thereunder) does not violate any law, regulation or contract applicable to the Property (including the groundwater thereunder) or its use. With respect to the Property (including the groundwater thereunder), if the Seller shall (i) receive notice that any violation of any federal, state, county or local Environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the Property (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state, county or local Environmental law or regulation or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state, county or local governmental agency or private party alleging that the Seller may be liable

or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that the Seller is subject to federal, state, county or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the Property or assets of the Seller are subject to a lien in favor of any governmental entity for any liability under the federal, state, county or local Environmental Laws or regulations or damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then the Seller shall promptly provide the City with a copy of such notice, and in no event later than seven (7) days from the Seller's receipt thereof.

E. There are no proceedings pending or, to the best knowledge and belief of the Seller, threatened against or affecting the Seller in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would materially and adversely affect the Property. The Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Property.

F. To the best knowledge and belief of the Seller, the Property has not been built or used, in whole or in part, on or as a landfill and the soil is not currently contaminated by Hazardous Substances or Hazardous Materials. As Buyer is aware, the previous use was a gas station and tanks remain on the Property, but, the best Seller's knowledge, are contained.

G. The Seller shall not create, store, release or allow the retention, storage or release of any Hazardous Substances on the Property that are not already present at the Property.

H. In the event of the breach of any representation made herein or elsewhere in this Agreement by the Seller, the Seller agrees to indemnify and hold the City, its servants, employees, agents, successors and assigns (collectively "City Affiliates") harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorney's fees) and charges which the City Affiliates may incur or to which the City Affiliates may become subject as a direct or indirect consequence of such breach.

I. Seller shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified hereunder. If City or any of the City Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified hereunder, the City and/or any of the City Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, The Seller shall have the right to approve said firm and said approval will not be unreasonably withheld. In addition the Seller shall be entitled to review and approve the course of action in said proceedings the costs, expenses and fees payable to said attorney(s) in relation to said

lawsuit shall be paid by Seller pursuant to the indemnification provision herein. Seller shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified hereunder and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified hereunder. If such payment is not made, the City or any City Affiliates, at their sole discretion, may proceed to file suit against the Seller to compel such payment. The Seller also agrees that it will not settle or compromise any action, suit or proceeding without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

J. The Seller's obligations hereunder shall in no way be impaired, reduced or released by reason of the City's omission or delay to exercise any right described herein or in connection with any notice, demand, warning or claim regarding violations of any Environmental Laws governing the Property (including the groundwater thereunder).

L. The Seller's liability hereunder shall not be limited by the other provisions contained in this Agreement, and Seller agrees that the indemnification contained herein is separate, independent of and in addition to Seller's other undertakings under this Agreement.

M. The indemnification contained in this Agreement shall be continuing, irrevocable and binding on the Seller and the Seller's respective successors and assigns, and this Agreement shall be binding upon and shall inure to the benefit of the City and the City Affiliates. This indemnification herein will expire 1 year after the date of closing.

## **20. DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

A. It is a condition precedent to Closing that:

- i. Fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
- ii. The covenants, representations and warranties of Seller contained in this Contract are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
- iii. Seller has performed under the Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Contract in order to Close on the Closing Date.

B. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the Closing Date, Buyer may, at its option:

- i. Elect to enforce the terms hereof by action for specific performance;
- or
- ii. Attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the Closing Date, charging Seller for all costs and expenses incurred in doing so and, following such attempt, to either:
    - (a) Terminate this Contract and receive a prompt refund of the Earnest Money Deposit; or
    - (b) Proceed to Close notwithstanding such breach or nonperformance.

In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

C. In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be a payment by Buyer to Seller of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Default Payment") as its sole liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that the Default Payment is the parties' best current estimate of such damages. Notwithstanding the foregoing, the parties agree that no default of or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of ten (10) days from receipt of the notice to cure the default.

21. **BINDING EFFECT.** This Contract shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

22. **BROKERAGE.** Seller hereby represents and warrants to the Buyer that, in connection with this transaction, Seller has not entered into any brokerage agreement, that no brokerage agreement exists, and that Seller is responsible for and shall pay any brokerage fee due and owing from this transaction. Seller hereby defends, indemnifies and holds the Buyer harmless against any and all claims of the Broker, or other brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Seller's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

23. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by

certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or (C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepared, return receipt requested, or (D) by personal delivery, if addressed to the parties as follows:

24 **AS IS**. The Property is being sold in as is condition. Buyer acknowledges that no representations warranties or guarantees with respect to the condition of the Real Estate have been made, except as stated in paragraphs 18 and 19 hereinabove.

To Seller/Titleholder of Record,

With a copy to: Katerina N. Liapis & Pamela Visvardis Savvides  
Attorney at Law  
Reveliotis Law, P.C.  
1030 Higgins Road  
Suite 101  
Park Ridge, Illinois 60068

To Buyer: City Administrator  
& City Clerk  
City of Oak Forest  
15440 So. Central Avenue  
Oak Forest, Illinois 60452  
Attn: City Administrator  
Email: tim.kristin@OAK-FOREST.ORG

With a copy to: Scott Uhler  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attn: Scott Uhler  
Email: sfuhler@ktjlaw.com

All notices to either party shall be in writing, with proof of receipt. Any party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other parties hereto in the same manner, as all other notices are required to be delivered hereunder.

24. **RIGHT OF WAIVER.** Each and every condition of the Closing, other than the Buyer's duties at Closing, is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.

25. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Buyer, an Owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7½% percent interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described in **Exhibit C** attached hereto and made a part hereof.

26. **ASSIGNMENT.** Buyer shall have the right to assign or transfer Buyer's interest in this Contract with the prior written consent of Seller. Buyer shall deliver to Seller a copy of the fully executed assignment and assumption by Purchaser, as assignor and the assignee.

27. **MISCELLANEOUS.**

A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court in the county where the Property is located and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

C. The terms, provisions, warranties and covenants of Paragraphs 18 and 19 shall survive the Closing and delivery of the Deed and other instruments of conveyance. The provisions of Paragraphs 18 and 19 of this Contract shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

D. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.

E. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

F. The parties warrant and represent that the execution, delivery of and performance under this Contract is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

G. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

H. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

I. If the Seller is a Trust, this Contract is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event the Seller is a Trust as provided above, this Contract shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Contract and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

J. In the event either party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

K. Buyer may record this Contract or any memorandum or short form of this Contract against the Property, provided that if the transaction contemplated herein does not occur and the Contract is terminated as provided herein, Buyer shall record a termination of the Contract. The recording fees for either shall be borne by the Buyer.

L. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

M. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

28. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date last signed by Seller or Buyer by the authorized signatories of Seller or Buyer.

29. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Contract between the parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

30. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof by reference:

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Disclosure Affidavit

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date below their respective signatures.

**SELLER:**

**BUYER:**

**CITY OF OAK  
FOREST,**  
an Illinois municipal  
corporation

**By:** \_\_\_\_\_  
**Title:**

**By:** \_\_\_\_\_

**Title:**

**ATTEST:**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**ATTEST:**

**By:** \_\_\_\_\_  
**Name:**  
**Title: City Clerk**

**Date Seller executed:**  
\_\_\_\_\_

**Date Buyer executed:**  
\_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

Permanent Index Number: 28-15-104-010/019/032/040-0000\_

Property Address: 15229 Cicero Avenue, Oak Forest, Illinois 60452.

## **EXHIBIT B**

### **Permitted Exceptions**

1. Most recent real estate taxes and subsequent years, not due and payable for the Property.
2. Building lines; zoning and building laws and ordinances, public and private utility easements.

**Exhibit C**  
**ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS**  
**SUBSTANTIALLY SIMILAR TO THE ONE BELOW**

State of Illinois        )  
                                  ) SS  
County of Cook        )

**DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, (hereinafter referred to as "**Affiant**") reside at \_\_\_\_\_  
\_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_  
\_\_\_\_\_, being first duly sworn and having personal knowledge of the matters  
contained in this Affiant, swear to the following:

1. That I am over the age of eighteen and the (choose one)  
 owner or  
 authorized trustee or  
 corporate official or  
 managing agent or  
 \_\_\_\_\_ of the Property (as defined herein).
2. That the Property (as defined herein) being sold to the Buyer is commonly known as 15229 Cicero Avenue, Oak Forest, Illinois and is located in the County of Cook, City of Oak Forest, State of Illinois (herein referred to as the "**Property**"). The Property has an Assessor's Permanent Index Number of \_\_\_\_\_.
3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Property and Buyer, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Property, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation having any interest, real or personal, in the Property.
4. As the  owner or  
 authorized trustee or  
 corporate official or  
 managing agent or  
 \_\_\_\_\_ of the Property, I declare under oath  
that (choose one):  
 The owners or beneficiaries of the trust are: \_\_\_\_\_  
\_\_\_\_\_ or

The shareholders with more than 7 1/2% interest are: \_\_\_\_\_

or

The corporation is publicly traded and there is no readily known individual having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Buyer to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

**SUBSCRIBED AND SWORN** to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC



ALL GOOD THINGS CLOSE TO HOME

# CITY COUNCIL AGENDA MEMO

DATE: July 21, 2023  
TO: Mayor Kuspa, City Council  
FROM: Timothy J. Kristin

APPROVAL OF ORDINANCE NO. 2023-07-09850 AUTHORIZING THE SALE OF CITY OWNED PROPERTY AND AUTHORIZING THE EXECUTION OF PURCHASE SALES CONTRACT  
SUBJECT: FOR PROPERTY LOCATED AT 15900 S. CICERO AVE., OAK FOREST, ILLINOIS.

## Background

The City owned property located at 15900 S. Cicero Avenue consists of six property tax pins, approximately 18,789 square feet. This property has been marketed by the City as a development site for a number of years. Recently, city staff has been working closely with MDAK Realty Oak Forest LLC to develop the City owned property for a Dunkin Donuts quick serve restaurant (QSR). The purchase price for this City owned property is \$285,000.00.

This action is consistent with high stakes strategy one and two from the City of Oak Forest Strategic Plan.

## Action Requested

Approval of the Ordinance authorizing the Mayor and Clerk to execute the letter of intent.

The purchase and sales agreement authorizing the City Administrator to take any and all further actions to execute such documents.

**ORDINANCE NO. 2023-07-09850**

**AN ORDINANCE APPROVING THE SALE OF CITY OWNED PROPERTY AND  
AUTHORIZING EXECUTION OF PURCHASE AND SALES CONTRACT  
(15900 S. Cicero Ave., Oak Forest, Illinois)**

**WHEREAS**, the City of Oak Forest, Cook County, Illinois (the “City”) is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

**WHEREAS**, pursuant to the Illinois Municipal Code and Article 7, Section 6 of the Illinois Constitution, the City is authorized to sell property for a public purpose and proposes to sell the property located at 15900 S. Cicero Ave., in the City of Oak Forest (the “Property”); and

**WHEREAS**, the Mayor and City Council have determined that the sale of the Property by the City pursuant to the terms and conditions set forth in the PURCHASE AND SALES CONTRACT attached hereto as **EXHIBIT A** (the “Sales Contract”), as negotiated by and between the City and the Seller and MDAK Realty Oak Forest, LLC, the Buyer, is for a commercially reasonable price and is in the best interests of the residents of the City and is for a public purpose.

**NOW, THEREFORE BE IT ORDAINED** by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, in reliance upon and in furtherance of its governance authority as a home rule unit of government, as follows:

**SECTION 1:** That the recitals set forth hereinabove are hereby adopted and incorporated as if fully set forth herein.

**SECTION 2:** The Mayor and City Council hereby approve the sale of the Property and approve the Sales Contract attached hereto as **EXHIBIT A**, subject to final review and approval by City legal counsel as to form and non-substantive revisions.

**SECTION 3:** That for and on behalf of the City Council, the Mayor and the City Clerk are hereby authorized and directed to execute the Sales Contract, such Sales Contract attached hereto as **EXHIBIT A** and made a part hereof. The City Administrator is hereby further authorized and directed to take any and all such further actions and execute such documents as may be needed to complete the closing and conveyance of title to this Property to the Buyer, to implement the terms of the Sales Contract and conveyance of title to the Property by the City to the Buyer.

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

ADOPTED AND APPROVED by the City Council this \_\_ day of \_\_\_\_\_, 2023 by the following roll call vote:

<b>ALDERMAN</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Ken Keeler Ward 1				
Joe McCarthy Ward 2				
Chuck Wolf Ward 3				
Paul Selman Ward 4				
Jim Emmet Ward 5				
James Hortsman Ward 6				
Denise Danihel Ward 7				
<b>TOTAL</b>				

APPROVED by the Mayor this \_\_ day of \_\_\_\_\_, 2023:

\_\_\_\_\_  
Henry L. Kuspa  
Mayor

ATTEST:

\_\_\_\_\_  
Nicole Tormey  
City Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”), and by and between the City of Oak Forest, Illinois, an Illinois municipal corporation (“**Seller**”) and **MDAK Realty Oak Forest LLC**, an Illinois limited liability company or its assignee (“**Buyer**”). Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively the “**Parties**”.

### RECITALS:

1. Seller is the fee owner of certain improved real property consisting of approximately 18,789.0 square feet of land commonly known as 15900-15924 S. Cicero Ave., Oak Forest, County of Cook, Illinois and legally described on Exhibit “A” attached hereto with the following PIN(S) (“**Real Property**”):

- a. 28-21-205-025-0000
- b. 28-21-205-030-0000
- c. 28-21-205-031-0000
- d. 28-21-205-027-0000
- e. 28-21-205-015-0000
- f. 28-21-205-016-0000
- g. 28-21-205-017-0000

2. Buyer desires to purchase the Property (as defined below) from Seller; and

3. Seller is willing to sell the Property to Buyer and such purchase shall be pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property subject to and upon the following terms and conditions:

SECTION 1 – RECITALS. The above Recitals are incorporated herein by this reference and made a part of this Agreement.

SECTION 2 – SALE. Seller hereby agrees to sell and convey to Buyer at the Closing (as defined below) the Real Property, together with any buildings, improvements, structures, rights, tenements, hereditaments and appurtenances pertaining to such Property, subject to public rights-of-way and easements; any easements and rights of record, if any, inuring to the benefit of such real property or to Seller in connection therewith; all as more particularly described on Exhibit “A” (the “**Property**”).

SECTION 3 - PURCHASE PRICE. The purchase price of the Property (the “**Purchase Price**”) shall be Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00). The Purchase Price shall be payable at Closing (as defined in Section 10 below) by cashier’s check or by

wire transfer, at Seller's option, less the Deposit (as defined in Section 4) previously paid and subject to further adjustments as provided in Section 10.

SECTION 4 – DEPOSIT. Within five (5) days of the Effective Date, Buyer will place with Chicago Title Insurance Company, Chicago NCS, 10 South LaSalle Street, Suite 3100, Chicago, Illinois 60603 (the “**Title Company**”) the sum of Ten Thousand and NO/100 Dollars (\$10,000.00) (the “**Deposit**”), pursuant to a fully executed Title Company's customary Strict Joint Order Agreement and corresponding escrow trust instructions. If the transaction contemplated by this Agreement is closed pursuant to Section 10, the Deposit shall be disbursed for the benefit of Seller and Buyer in accordance with the provisions of Section 5 below.

SECTION 5 - DISBURSEMENT OF THE DEPOSIT. The Deposit shall be disbursed by the Title Company as follows:

- A. If this Agreement terminates, to the Party as allotted for in the evoked termination provision.
- B. If Buyer proceeds to Closing, the Deposit shall be applied toward payment of the Purchase Price.
- C. To Buyer if not otherwise allotted for in this Agreement.

SECTION 6 – DUE DILIGENCE PERIODS. Buyer contemplates acquiring the Property for a retail food operation. Buyer's obligation to close the transaction contemplated herein shall be expressly conditioned upon being satisfied with the results of its investigations, studies, evaluations and zoning of the Property performed by Buyer during the due diligence periods as provided for in this Section 6.

A. *Seller's Due Diligence Material.* Within five (5) days after the Effective Date, Seller shall deliver or make available to Buyer copies (to the extent in Seller's possession) of the following “**Due Diligence Material**”:

- i. copies of all licenses, permits and certificates of occupancy (and any other similar permits) issued by any governmental authority with respect to the Property;
- ii. any survey, site plans, elevations, schematics and renderings, and any documents relating to storm water, detention and drainage;
- iii. any Seller's Owner's Title Policy, together with copies of all documents listed as exceptions herein;
- iv. all environmental reports, engineering and soil studies and zoning reports, easement(s) and operating agreement(s);
- v. any written notices, reports, orders, decisions, or memoranda from any governmental authority (including but not limited to zoning letters);

vi. any leases, agreements for services to be rendered, or contracts of any kind, relating to the Property;

B. *Buyer's Diligence / Inspection / Zoning Periods.*

i. General Physical Condition of Property. Buyer shall have forty-five (45) days from the Effective Date to determine whether the general physical condition of the Property is suitable for Buyer's purposes as determined by Buyer in Buyer's sole discretion (the "**Due Diligence Period**"). During the Due Diligence Period, Buyer shall have the right to reasonable access to the Property for the purpose of inspecting the physical condition of the Property. All costs associated with Buyer's inspection shall be borne by Buyer. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections provided, however, that the preceding indemnification shall not apply or extend to either (a) the mere discovery or legally required disclosure (or the consequences of such mere discovery or disclosure) of a pre-existing environmental or physical condition at the Property or (b) the acts or omissions of Seller and its employees, contractors, agents and representatives. If Buyer determines in Buyer's sole discretion not to acquire the Property for any reason or no reason, or that the use of the Property for Buyer's intended use is unreasonable, Buyer shall provide written notice to Seller on or before the end of the Due Diligence Period that this Agreement is terminated, and in such event the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. In the absence of such termination notice, this inspection condition shall be deemed waived, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the general physical condition of the Property. Buyer may extend the Due Diligence Period for up to three (3) consecutive thirty (30) day periods by delivery of notice thereof to Seller before expiration of the aforesaid time period or the extension thereof, as applicable.

ii. **Environmental Inspection:** Buyer shall have forty-five (45) days from the Effective Date to inspect and cause to be performed environmental inspections and tests as may be appropriate (the "**Environmental Inspection Period**"). During the Environmental Inspection Period, Buyer shall have the right to reasonable access to the Property for the purpose of such inspecting and testing. All costs associated with Buyer's inspection shall be borne by Buyer. Buyer shall otherwise inspect and test to Buyer's satisfaction the environmental condition of the Property, including the presence or absence of hazardous materials on or about the Property. If Buyer's initial environmental inspections determine that there needs to be further phases of inspections or testing then Buyer shall be given an additional forty-five (45) days from the end of the Environmental Inspection Period to conduct such testing. If Buyer determines in Buyer's sole discretion that the environmental condition of the Property is not satisfactory to Buyer, Buyer shall provide written notice to Seller on or before the end of the Environmental Inspection Period that this Agreement is terminated, and in such event the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. In the absence of such termination notice, this inspection condition shall be deemed waived, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the environmental condition of the Property. Buyer may extend the Environmental Inspection Period for up to three (3)

consecutive thirty (30) day periods by delivery of notice thereof to Seller before expiration of the aforesaid time period or the extension thereof, as applicable.

iii. Zoning and Land Use Approval: Buyer shall have ninety (90) days after the Effective Date (the “**Zoning Contingency Period**”) to obtain rezoning, conditional use permits, or any zoning variances (the “**Zoning Approval**”) needed for Buyer’s proposed use of the Property. Buyer shall submit its application for the Zoning Approval within a commercially reasonable time. The Parties shall make commercially reasonable efforts to cooperate to obtain the Zoning Approval within the Zoning Contingency Period. Such cooperation may include filing required applications in Seller’s name as owner of the Property, provided Seller shall not be required to sign any binding agreements related to the zoning of the Property until Buyer waives or approves all contingencies set forth in this Section 6. Buyer shall be solely responsible for the payment of all costs and expenses in connection with efforts to obtain the Zoning Approval for the Property. If Buyer fails to obtain such required Zoning Approval, or Buyer has concluded that obtaining such required Zoning Approval is not favorable or obtainable, Buyer shall provide written notice to Seller on or before the end of the Zoning Contingency Period that this Agreement is terminated, and in such event the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. In the absence of such termination notice, this zoning condition shall be deemed waived and the Deposit shall become non-refundable but such amount shall be applied toward the Purchase Price.

In the event that Seller does not approve or enact any of the proper permits, ordinances, or approvals needed by Buyer with regard to this Agreement, this Agreement shall be deemed automatically terminated at Buyer’s option whereupon the Title Company shall return the Deposit and all interest earned thereon or (ii) Buyer may extend the Zoning Approval Period for up to three (3) consecutive thirty (30) day periods by delivery of notice thereof to Seller before expiration of the aforesaid time period or the extension thereof, as applicable.

C. Enterprise Zone and Tax Increment Financing (“**TIF**”): The City represents that the Project Site is located within the Cal-Sag Enterprise Zone. After submission by the Buyer of a complete and properly filed application, the City agrees to employ reasonable and good faith efforts to cooperate with the Buyer and to process and timely consider and respond to all applications to provide Buyer a Certificate of Exemption to qualify Buyer for sales tax exemption on the purchase of building materials within the Property and any and all other benefits and incentives available to the Project through its inclusion in the Cal-Sag Enterprise Zone. The City represents that the Project Site is located within the TIF City of Oak Forest - 3 District.

D. *Disclaimer of Warranties*. Except for as stated in this Agreement, Seller hereby disclaims any warranty, oral or written, concerning (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Buyer may elect to conduct thereon, (ii) the manner, construction, condition and state of repair or lack of repair of the Property, (iii) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise, and (iv) the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Buyer has fully inspected and evaluated, or has the opportunity to, and has accepted the Property “**AS IS, WHERE IS**”. The sale of the Property as provided for herein is made on an “**AS IS WHERE IS**”

basis, and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, Seller MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. The provisions of this Paragraph shall survive the Closing and delivery of the Deed and any termination of this Agreement.

#### SECTION 7 - TITLE EVIDENCE.

A. *Commitment.* Within fifteen (15) days after the Effective Date, Seller, at its sole cost and expense, shall provide Buyer a commitment for an ALTA Owner's Title Insurance Policy ("**Title Policy**"), insuring marketable fee simple title to the Property in Buyer in the amount of the Purchase Price as of the time and date of recordation of the Deed, subject only to the Permitted Exceptions defined below (the "**Commitment**") and shall include legible copies of all restrictive covenants, easements, agreements, documents, maps and plats set forth therein as affecting the Property and/or the easements appurtenant thereto. The Title Policy shall also contain such other endorsements thereto as are required by Buyer, but the same shall be requested by Buyer at Buyer's sole cost and expense.

B. *Survey.* Within thirty (30) days of the Effective Date, Seller, at its sole cost and expense, shall provide Buyer with a survey that meets the minimum requirements of ALTA/ACSM Land Title Survey (Effective February 23, 2021) standards necessary to allow the Title Company to insure or endorse over survey exceptions, that is dated no earlier than the Effective Date, to include Table A Items 1, 2, 3, 4, 6(a), 11(observed utilities only), 13, and (the "**Survey**") prepared by a surveyor licensed by the State of Illinois.

C. *Title / Survey Review.* Buyer shall have fifteen (15) days after receipt of the last of the Title Commitment, recorded documents and Survey (the "**Review Period**") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment and/or Survey. Any matters which are set forth in the Title Commitment and/or Survey and to which Buyer does not object within the Review Period shall be deemed to be "**Permitted Exceptions**", and hereunder. With regard to items to which Buyer does object in writing, Seller shall have fifteen (15) days from the date of receipt of Buyer's notice of objections ("**Cure Period**") to either cure said objections or notify Buyer of Seller's election not to cure any objections. Seller's failure to respond to any one or more of Buyer's objections within the Cure Period shall be deemed a decision by Seller to elect not to cure such objections (other than any Required Cure Items, as hereinafter defined). If Seller so notifies Buyer of Seller's election not to cure any said objections or fails to respond within the fifteen (15) day period, Buyer may either cancel this Agreement by written notice given to Seller within fifteen (15) days from the receipt of said notice, or waive such objections and subject to the other terms hereof, proceed to Closing hereunder. Buyer's failure to make one of the elections described in the preceding sentence shall be deemed a decision by Buyer to waive the objections which Seller elected not to cure. If Buyer cancels this Agreement, the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. Notwithstanding the foregoing and irrespective of whether Buyer provides notice to Seller of the following in any title objection notice, Seller shall

be obligated to remove or satisfy (or cause the Title Company to affirmatively insure over) at Closing and at Seller's sole cost and expense: (i) any mortgages or deeds to secure debt and other financing documents securing any financing which encumber the Property; (ii) any and all mechanics or materialmen's liens or other monetary liens encumbering or affecting the Property (other than for Property taxes not yet due and owing); (iii) any and all judgment liens encumbering or affecting the Property or Seller; and (iv) all new title matters or defects arising from the voluntary acts or omissions of Seller (collectively, the "**Required Cure Items**"). Seller's failure to cure all such Required Cure Items at or prior to Closing shall be an event of default by Seller under this Agreement and entitle Buyer to pursue its rights and remedies under Section 12 below.

## SECTION 8 – SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

### A. *General Representations and Warranties.*

Seller warrants and represents to Buyer that to the best of Seller's knowledge, the following statements are now, true and accurate:

- i. Seller is fee simple owner of the Property and has good, marketable and insurable record title to the Property;
- ii. The Property is not subject to any mechanics liens. There are no, leases, management agreements, maintenance or service contracts, non-governmental use restrictions or other agreements relating to the Property which are unrecorded and which would be binding on the Property or the Buyer and any such contracts for services or materials at the Property are not in default or have not had any uncured event of default, and shall be terminated prior to Closing;
- iii. Seller has not received any notice, nor is it aware of any pending action to take all or any portion of the Property or is threatened against or affects the Property and Seller has not received any written notice that the Property is not in compliance with any municipal or other governmental laws, ordinances, rules, regulations, codes, licenses, permits and authorizations;
- iv. Seller is not a "**foreign person**" as contemplated by Section 1445 of the Internal Revenue Code. Neither Seller nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (each, a "**Blocked Person**"), and, to the best of Seller's knowledge, neither Seller nor any of its affiliates engages in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person;

v. Seller is an Illinois municipal corporation in good standing and Seller has the full capacity, right, power and authority, including all necessary City Council approvals, to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto;

vi. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration and maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property or the balance of the Property is subject or by which Seller or the Property or the balance of the Property is bound;

vii. Except as listed on Schedule 1 attached hereto, Seller warrants and represents that Seller:

(a) has received no written notice that Seller is not in compliance with the Resource Conservation and Recovery Act (**RCRA**), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (**CERCLA**), the Superfund Amendments and Reauthorization Act of 1986 (**SARA**), the Federal Water Pollution Control Act (**FWPCA**), the Clean Air Act (**CAA**) and all other federal, state and local laws relating to emissions, discharges, releases or threatened releases of industrial, toxic or hazardous substances or wastes or other pollutants, contaminants, petroleum products or chemicals (collectively, "**Hazardous Substances**") into the environment (including, without limitation, ambient air, surface water, ground water, land surface or sub-surface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances or laws relating to special aquatic sites such as wetlands and retention ponds (the "**Environmental Laws**");

(b) has not caused or permitted any Hazardous Substances of any kind or nature, to be placed on, in or under the Property;

(c) has not caused or permitted any polychlorinated biphenyls (PCBs) and/or asbestos generated, treated, stored, disposed of, or otherwise deposited in or located on the Property.

(d) there has not been a "**release**" as defined in 42 U.S.C. Section 9601(22) or, threat of a "**release**" of any Hazardous or Toxic Substance or

waste on, from or under the Property or any other property from which any business has been or is being conducted.

(e) has received no written notice that Seller or its affiliate if an affiliate is the owner of the Property has any potential liability with respect to any cleanup relating to Hazardous Substances or wastes which have been generated, treated, stored, discharged, emitted or disposed of and/or that there are present (or, to the knowledge of Seller, future) events, conditions or circumstances which may require compliance by Seller, or by Buyer after the Closing with respect to any cleanup in accordance with the Environmental Laws or with any order, decree, judgment, injunction, notice or demand issued, entered, promulgated or approved thereunder, or which may give rise to any common law or other legal liability, including, without limitation, liability under any Environmental Laws or otherwise form the basis of any claim, action, demand, suit proceeding, hearing, notice of violation, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of Hazardous Substances by Seller or any tenant or as a result of any act or omission of Seller or any tenant.

(f) affirms that the Property is not situated on, near, or in dangerous proximity to any hazardous waste dumps and complies with all applicable health and safety codes.

viii. that the use of the Property for Buyer's intended purposes is permitted under the laws, regulations, ordinances, and restrictions now in force or will be at Closing;

ix that all needed utility lines, sanitary sewer lines, storm sewer lines, drainage sewer lines and ditches, and water lines have been or prior to the Closing will have been extended to a location on the perimeter of the Property at which Buyer can tap in to and receive service from such utilities without the imposition of charges to Buyer; that all taxes, charges, or assessments against the Property for benefits or betterments arising from sidewalks, curbing, street paving, water, gas, electric, sewer, or drainage facilities which are presently or to be installed on the Property shall be paid, discharged, or satisfied by Seller or the amount thereof credited to Buyer at the time of the Closing; and that the services from or use of the utilities, sewers, and water lines serving the Property are not now restricted or being denied and Seller has no knowledge of any threatened service or use restriction that would affect Buyer's intended purposes.

x. Seller has no notice or knowledge of any actual or threatened reduction or curtailment of any utility service supplied to the Property.

xi. There are no obligations in connection with the Property or any so called "recapture agreement" involving refund for sewer extension, oversizing utility

lines, lighting or like expense or charge for work or services done upon or relating to the Property which will bind Buyer or the Property from and after the Closing Date.

xii. There is no agreement or undertaking or bond with any governmental agency respecting construction of any acceleration or deceleration lane, access or street lightings.

xiii. There are no donations, payments or fees, to or for schools, parks, fire departments or any other public entity or facilities which are required to be made by an owner of the Property.

B. *Seller covenants and agrees as follows:*

i. So long as this Agreement remains in force, Seller shall not lease, convey or otherwise transfer or encumber all or any portion of the Property.

ii. Seller shall not take or authorize, directly or indirectly, any action (a) which modifies or alters the accuracy of any of the statements in Section 8(A) (i) through (viii) or (b) which would prevent Seller from representing and warranting as to the truth and accuracy of said statements as of the Date of Closing.

iii. that within ten (10) days of a request by Buyer, Seller shall provide Buyer with any estoppel certificates reasonably requested by Buyer showing no material adverse matter, from any owners' association, developer, or other applicable counterparty with respect to any declaration of covenants, conditions and restrictions, reciprocal easement agreement, or the like, benefiting or burdening the Property, to the extent the delivery of an estoppel certificate is contemplated by the applicable declaration, reciprocal easement agreement or other document, benefiting or burdening the Property (a "REA"). Such estoppel certificate shall otherwise be either in the form required by the applicable REA, or if no such form is allotted for, then in a form reasonably approved by Buyer.

iv. between the Effective Date and the date of Closing, Seller shall not market, solicit to sell, accept offers for or display for sale the Property to any person or entity other than Buyer or Buyer's nominee.

C. The foregoing representations and warranties set forth in this Section 8 are express representations and warranties upon which Buyer shall be entitled to rely. Seller shall indemnify and hold Buyer forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses, including, but not limited to, attorneys' fees, asserted against, imposed on, suffered or incurred by Buyer directly or indirectly arising out of or in connection with any breach of the foregoing representations and warranties such representations and warranties shall survive Closing for a period of one (1) year. Seller shall provide Buyer a

certificate that the representations and warranties remain true and accurate as of the time of Closing.

SECTION 9 - BUYER'S WARRANTIES AND REPRESENTATIONS. Buyer warrants and represents to Seller that the following statements are true and accurate:

A. Buyer is an Illinois limited liability company in good standing and Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto.

B. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms.

C. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

D. The foregoing representations and warranties set forth in this Section 9 are express representations and warranties upon which Seller shall be entitled to rely. Buyer shall indemnify and hold Seller forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses, including, but not limited to, attorneys' fees, asserted against, imposed on, suffered or incurred by Seller directly or indirectly arising out of or in connection with any breach of the foregoing representations and warranties. Such representations and warranties shall survive Closing for a period of one (1) year. Buyer shall provide Seller a certificate that the representations and warranties remain true and accurate as of the time of Closing.

SECTION 10 - CLOSING. The closing of this transaction shall take place in the office of the Title Company on the date that is thirty (30) days after the expiration of all contingency periods, unless agreed to earlier by the Parties (the "**Date of Closing**" or "**Closing Date**"). As used in this Agreement, the term "**Closing**" shall mean the time at which the Title Company is in possession of all funds, instruments and documents necessary for it to perform its obligations under Section 10(E). Possession of the Property in substantially the same condition as it was in on the Effective Date shall be given by Seller to Buyer at the time of Closing. The following procedure shall govern the Closing:

A. *DEED.* No later than ten (10) days before the Closing, Seller shall deliver to Buyer and the Title Company a copy of the proposed Special Warranty Deed (the "**Deed**") which shall be in recordable form, and shall convey good and marketable record title to the Property to Buyer, subject only to covenants, conditions and restrictions of record that are not violated and which do not prevent the development and use of the Property as a retail food establishment with drive-thru;

private, public and utility easements of record; general taxes for the year 2023 and subsequent years including taxes which may accrue by reason of new or additional improvement during the year(s) and those Permitted Exceptions listed on the Commitment as set forth in Section 7; the Deed shall be in form and content satisfactory to Buyer.

B. *Prorations/Closing Costs.* (a) The expenses from the Property shall be prorated between Seller and Buyer as of Closing. The Closing Date shall be a day of income and expense for Seller. The property is tax exempt, but to the extent that the Property is not currently tax exempt, Seller shall pay all taxes, general and special, levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year in which Closing occurs, which shall include taxes and assessments for the calendar year prior to the year in which Closing occurs but payable in the calendar year Closing occurs. All such taxes and installments of special assessments for the calendar year in which Closing occurs (even if not payable until the following calendar year) shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax cannot be ascertained at Closing, proration shall be computed based upon 105% of the most recent ascertainable full tax year and all prorations made at Closing shall be final. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing. All outstanding utility charges, if any, shall be determined as of Closing and be paid by Seller. Seller and Buyer shall also equitably prorate such other items and operating expenses, including, without limitation, assessments, fees or cost sharing payments required under any declarations or reciprocal easement agreements affecting the Property, that are customarily prorated upon the sale of similar property in the metropolitan area in which the Property is located. This is an exempt transfer, but to the extent that the transfer pursuant to this agreement is not an exempt transfer, (b) Seller shall be solely responsible for the payment of all State of Illinois and Cook County transfer and conveyance taxes. Each of Seller and Buyer shall be responsible for one half of any Title Company escrow closing fee and shall be responsible for the costs of its own legal counsel.

C. *Seller Deposits.* On or before the Date of Closing, Seller shall deliver to the Title Company the following:

- i. the Deed, properly executed and acknowledged;
- ii. current tax receipts, if any, and Seller shall complete and provide Title Company with the MyDec Declaration ID Number for the completed PTAX-203 Illinois Property Transfer Declaration executed Transfer Tax Declarations;
- iii. properly executed and acknowledged, closing statement prepared by the Title Company, and of any other documents required by this Agreement;
- iv. municipal authority documentation, a Seller's affidavit, ALTA statement, owner's affidavit, "GAP" undertaking and any other documentation reasonably requested by the Title Company in order to confirm the authority of Seller to consummate this transaction or to permit the Title Company to issue to Buyer the Title Policy;

- v. an affidavit, complying with the requirements of Section 1445 of the Internal Revenue Code, affirming that Seller is not a “**foreign person**” as defined therein;
- vi. such funds, if any, as may be required of Seller to pay any Brokers’ Commission, closing costs and other charges properly allocable to Seller, if any, or an authorization to the Title Company to deduct such amounts from the Purchase Price proceeds;
- vii. the Title Policy;
- viii. a blanket bill of sale executed by Seller, if applicable, conveying and assigning to Buyer all Personal Property for the Property with warranties by Seller as to title and that the same are free and clear of encumbrances, but with no other warranties; and
- ix. the certification required by Section 8(C).

D. *Buyer Deposits.* On or before the Date of Closing, Buyer shall deliver the following to the Title Company:

- i. the balance of the Purchase Price and such additional funds as may be required of Buyer to pay closing costs, full cost of any additional title insurance above the basic policy of title insurance amount and any endorsements thereto, and charges properly allocable to Buyer, less any amounts for which Buyer is to receive a credit;
- ii. properly executed and acknowledged, closing statement prepared by the Title Company and of any other documents required by this Agreement;
- iii. any other documentation reasonably requested by the Title Company to confirm the authority of Buyer to consummate this transaction or to permit the Title Company to issue the Title Policy; and
- iv. the certification required by Section 9(D).

E. After the Title Company has received all of the items to be deposited with it, and when the Title Company is in a position to issue the Title Policy, the Title Company shall:

- i. record the Deed instructing the Recorder’s Office to return the recorded documents to Buyer;
- ii. record any other instruments executed by the Parties or either of them which are contemplated by this Agreement to be placed of record;
- iv. issue to Buyer a marked-up commitment and proforma policy obligating the Title Company to issue the Title Policy to Buyer and have such policy issued;
- v. charge Buyer for the cost of recording the Deed, and any other document to be recorded not needed to clear title, and for one-half of the closing fee, if any and the cost for any endorsements requested by Buyer;

- vi. charge Seller for the cost of issuing the Commitment and the Title Policy;
- vii. charge Seller for any Brokers' Commission, cost of all deed transfer, revenue or similar taxes with respect to the sale of the Property, for the cost of recording any documents clearing title to the Property, and for one-half of the closing fee;
- viii. prepare closing statements for Seller and Buyer in accordance with the provisions of this Agreement (indicating deposits, credits and charges), including the allocation of real property taxes) and deliver the same, together with a disbursement of funds, to the appropriate Party; and
- ix. deliver the Title Policy to Buyer as soon as reasonably practicable.

Any supplemental closing instructions given by either Party shall also be followed by the Title Company, provided they do not conflict with any instructions set forth herein or are consented to in writing by the other Party.

F. The obligation of Buyer to close the transaction contemplated hereby is expressly conditioned upon all representations and warranties of Seller contained herein being true and correct in all material respects currently and as of the Closing and Seller having complied in all respects with all of the obligations and agreements hereunder which Seller has covenanted to comply with prior to the Closing. If, on or before the Closing: (i) Seller notified Buyer that any of Seller's representations and warranties were not true when made or, if then true, is not or will not be true with the same effect on and as of the Closing; (ii) Buyer discovers any material error, misstatement or omission in any such representation or warranty; or (iii) Buyer identifies any fact or occurrence representing a material failure on the part of Seller to comply in any respect with any of the obligations and agreements which Seller has covenanted to comply with prior to the Closing, then and without limitation, to any other rights or remedies Buyer may have under this Contract (including, without limitation, those rights and remedies set forth in Section 11 of this Contract), Buyer shall have the right to terminate this Contract by written notice thereof to Seller. Upon receipt of such notice, this Contract shall terminate and be of no further force and effect. Seller's representations and warranties shall not be rendered untrue because of any change in applicable law, ordinance, rule or regulation of general application within the City, State or other governmental unit, provided that Seller promptly complies with such matter.

SECTION 11 - DEFAULT. If this transaction fails to Close as a result of a material default by a Party with respect to any of the terms of this Agreement, and such material default continues for a period of ten (10) days after the non-defaulting Party notifies the defaulting Party in writing of such event, the non-defaulting Party may, at its option, elect to proceed under A, B or C below:

A. terminate this Agreement upon written notice to defaulting Party, in which event, except as otherwise provided in this Agreement, i) if the defaulting Party is the Seller, then the Deposit shall be returned to Buyer, and ii) if the defaulting Party is the Buyer, then Seller shall retain the Deposit and in either event, such shall be the sole and exclusive remedy of the non-defaulting Party and neither Party shall have any further rights or obligations under this Agreement, or

B. file suit to enforce specific performance of the obligations under this Agreement, including specifically the conveyance of the Property; or

C. Pursue any and all other remedies available to the non-defaulting Party at law or in equity.

SECTION 12 - EXPENSE OF ENFORCEMENT. If either Party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

SECTION 13 - BROKERS. Seller warrants to Buyer that Seller's sole broker for this transaction is \_\_\_\_\_, and that Seller has not taken any other action in connection with this transaction which would result in any Property broker's fee, finder's fee, or other similar fee being due or payable to any party. Buyer warrants to Seller that Buyer's sole broker for this transaction is RJ Rymek Co. and that Buyer has not taken any other action in connection with this transaction which would result in any Property broker's fee, finder's fee, or other similar fee being due or payable to any party. \_\_\_\_\_ and RJ Rymek Co. are collectively the "**Brokers**". At closing, Seller shall pay the Brokers a commission pursuant to a separate agreement (the "**Brokers' Commission**"). Seller and Buyer respectively agree to indemnify, defend and hold harmless the other from and against any and all claims, fees, commissions and suits of any Property broker or agent with respect to services claimed to have been rendered for or on behalf of such Party in connection with the execution of this Agreement or the transaction contemplated herein.

SECTION 14 - NOTICE. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "**Notices**") must be in writing and shall be deemed to have been given as of the date such Notice is (i) hand delivered to the Party or its attorney, (ii) delivered to the then designated address of the Party or its attorney, (iii) transmitted to the then designated fax number of the Party or its attorney, (iv) rejected at the then designated address of the Party or its attorney, provided such Notice was sent prepaid, (v) sent by nationally recognized overnight courier or by United States Certified Mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party or its attorney or (vi) via e-mail. The initial addresses of the Parties and their respective attorney shall be:

To Seller: City of Oak Forest  
15440 S. Central Ave.  
Oak Forest, IL 60452  
Attn: Tim Kristin, City Administrator  
[ecage@OAK-FOREST.ORG](mailto:ecage@OAK-FOREST.ORG)

Copy to: Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Dr., Ste. 1660  
Chicago, IL 60606  
Attn: Scott F. Uhler  
Email: [sfuhler@ktjlaw.com](mailto:sfuhler@ktjlaw.com)

To Buyer: MDAK Realty Oak Forest LLC,  
Attn: Parag Patel  
223 W. Washington Street  
Chicago, IL 60606  
Email: ppatel@everestlaw.com

Copy to: Schoenberg Finkel Beederman Bell Glazer LLC  
Attn: Michael S. Friman  
300 S. Wacker St., Suite 1500  
Chicago, IL 60606  
Email: [Michael.friman@sfbbg.com](mailto:Michael.friman@sfbbg.com)

Upon at least ten (10) days' prior written notice to the other Party, each Party shall have the right to change its address to any other address within the United States of America.

#### SECTION 15 - RISK OF LOSS.

A. *Condemnation and Casualty.* If, prior to the Closing, all or any portion of the Property is destroyed or damaged by fire or other casualty, Seller shall notify Buyer of such fact promptly after Seller obtains knowledge thereof. If such casualty is "**Material**" (as hereinafter defined), Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller's notice to Buyer, and the Closing shall be extended if necessary to allow Buyer a full fifteen (15) days to review and provide such notice. If this Agreement is terminated, the Deposit shall be returned to Buyer and thereafter neither Seller nor Buyer shall have any further rights or obligations to the other hereunder except with respect to any obligations that survive termination of this Agreement. If this Agreement is not terminated, Seller shall obtain Buyer's approval in the settlement of any proceeds and awards, Seller shall not be obligated to repair any damage or destruction but (i) Seller shall assign and turn over to Buyer all of the insurance proceeds (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty and (ii) the Parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of all applicable insurance deductibles.

B. *Casualty Not Material.* If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of all applicable insurance deductibles and costs to bring the Property to its previous condition, and Seller shall not be obligated to repair such damage or destruction and Seller shall assign and turn over to Buyer all of the insurance proceeds (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty and except Buyer shall receive a credit in the amount of all applicable insurance deductibles. Seller shall obtain Buyer's approval on any settlement of proceeds prior to approving and/or agreeing to same.

C. *Materiality.* For purposes of this Section 16 (i) with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, and (ii) with respect to a casualty, the term "Material" shall mean

any casualty such that the cost of repair, as reasonably estimated by an engineer reasonably acceptable to Seller and Buyer, is in excess of five (5%) percent of the Purchase Price.

SECTION 16 - ENTIRE AGREEMENT. All previous negotiations and understandings between Seller and Buyer or their respective agents and employees with respect to the transaction set forth herein are merged into this Agreement, and this Agreement alone fully and completely expresses the Parties' rights, duties and obligations with respect to its subject matter. This Agreement may be amended only by subsequent written agreement signed by Seller and Buyer.

SECTION 17 - NO MERGER. The covenants, warranties, representations and/or indemnities expressly made in this Agreement shall survive the Closing and shall not be merged therein.

SECTION 18 - GOVERNING LAW AND VENUE. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be governed and construed in accordance with the laws of said State. The sole and exclusive venue for any lawsuit filed and arising out of this Agreement shall be the Circuit Court of Cook County, Illinois.

SECTION 19 - SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

SECTION 20 - CONSTRUCTION. The rule of strict construction shall not apply to this Agreement. This Agreement is the joint product of the Parties and their efforts, and expresses their agreements. It should not be interpreted in favor of or against either Seller or Buyer merely because of their efforts in preparing it.

SECTION 21 - EXHIBITS. The following exhibits shall be deemed incorporated into this Agreement in their entirety:

Exhibit "A"	Legal Description of Property
Exhibit "B"	Permitted Exceptions

SECTION 22 - BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs and personal representatives. Buyer may assign this Agreement or its rights hereunder to its affiliate without the written consent of the Seller. This Agreement may not otherwise be assigned by a Party without the express written consent of the other Party.

SECTION 23 - COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Further, this Agreement may be executed by transfer of an

originally signed document by facsimile or by electronic or e-mail in PDF format, or by electronic signature, each of which shall be as fully binding as an original document.

SECTION 24 -1031 EXCHANGE. At either Party's option, the non-requesting Party agrees to cooperate with the requesting Party to qualify this transaction as a like-kind exchange of property described in Section 1031 of the Internal Revenue Code of 1986, as amended. The non-requesting Party further agrees to consent to the assignment of this Contract to a "**Qualified Intermediary**" and/or take such other action reasonably necessary to qualify this transaction as a like-kind exchange provided that (i) such exchange shall be at the cost and expense of the requesting Party, (ii) the non-requesting Party shall incur no liability as a result of such exchange and (iii) no such assignment of this Contract shall relieve the requesting Party of its obligations under this Contract and the requesting party shall remain liable to the non-requesting Party for the performance of its obligations in this Contract.

SECTION 25 - BUSINESS DAY. Any reference in this Contract to "business day" or "business days" shall be defined as Monday through Friday, excluding Legal holidays, 8:00am to 6:00pm central standard time. Whenever under the terms of this Contract the time for performance falls on a Saturday, Sunday or legal holiday (as defined in 205 ILCS 630/17) such time for performance will be on the next day that is not a Saturday, Sunday or legal holiday. In counting any period of time pursuant to this Contract, the day of the act or event from which the designated period of time begins to run will not be included.

*(the balance of this page intentionally left blank)*

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed intending to be legally bound by the provisions herein contained.

**SELLER:**

**CITY OF OAK FOREST,**  
an Illinois municipality

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

**MDAK Realty Oak Forest LLC,**  
an Illinois limited liability company, or its assignee

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**



ALL GOOD THINGS CLOSE TO HOME

## CITY COUNCIL AGENDA MEMO

---

**DATE:** JULY 25<sup>TH</sup>, 2023  
**TO:** OAK FOREST CITY COUNCIL  
**FROM:** MAYOR HENRY L. KUSPA  
**SUBJECT:** APPOINTMENT OF DEPUTY FIRE CHIEF STEVEN GRIFFIN TO THE OAK FOREST FIREFIGHTERS PENSION BOARD.

Subject:

A mayoral appointed position vacancy currently exists for the Oak Forest Firefighter Pension Board. Steven Griffin has been an elected member of the Oak Forest Firefighter Pension board for the last 10 years. The appointed position vacancy has been created by Deputy Chief Moss's retirement. A new election will be held by the Oak Forest Firefighter Pension Board for a new elected member to the board to fill Deputy Chief Griffin's elected position.

Action Requested:

Approve appointment of Steven Griffin to Oak Forest Firefighters pension fund board.

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# OAK FOREST FIRE DEPARTMENT

## Departmental Memo

TO: Honorable Mayor Henry L. Kuspa

FROM: Chief Kasper

DATE: July 12, 2023

RE: Appointment of Deputy Fire Chief Steve Griffin to the Oak Forest Firefighters Pension Board.

The City appointed member of the Firefighters Pension Board, Tim Moss, retired and did not seek re-appointment for his position on the Pension Board. A current vacancy exists for the position. Deputy Chief Steve Griffin has been an elected member on the Pension Board for over 10 years and has asked to be considered to fill the vacancy as the City appointed member of the Pension Board. Deputy Chief Griffin has resigned from his position as an elected member effective July 24, 2023 in hopes of becoming the City appointee.

Deputy Chief Griffin has been an invaluable member of the Pension Board for over 10 years. He has gone above and beyond the required training for his position, which speaks to his work ethic and professionalism. He is very knowledgeable, accessible, and been the point person for all the stakeholders involved. I am recommending Deputy Chief Steve Griffin be the City appointed member on the Oak Forest Firefighters Pension Board. This has no budgetary impact.

If you have any questions, please do not hesitate to contact myself or Deputy Chief Griffin.

Respectfully submitted,

*Garrick Kasper*

Chief Garrick Kasper

Oak Forest Fire Department

5620 James Drive, Oak Forest, IL. 60452

O: (708)687-6050 extension 1900 | C: (708)473-2605

[gkasper@oak-forest.org](mailto:gkasper@oak-forest.org)




ALL GOOD THINGS CLOSE TO HOME

## CITY COUNCIL AGENDA MEMO

---

**DATE:** JULY 25<sup>TH</sup>, 2023  
**TO:** HONORABLE MAYOR HENRY L. KUSPA AND OAK FOREST CITY COUNCIL  
**FROM:** TIMOTHY J. KRISTIN  
APPROVAL OF RESOLUTION 2023-07-0422R REQUESTING THE SUBMISSION OF A "NO CASH BID" ON TAX DELINQUENT PROPERTY TO ACQUIRE TAX CERTIFICATES OF PURCHASE FOR THE BENEFIT OF THE CITY OF OAK FOREST.  
**SUBJECT:**

The City of Oak Forest has targeted many vacant property locations within the community for municipal use. In the interest of the utilizing these properties for said purposes, the City of Oak Forest is seeking title to a tax delinquent property, and requests that the Cook County Board of Commissioners submit a "No Cash Bid" for the property with Cook County tax pin #28-017-207-029-0000 located at 15230 S. Central Ave on behalf of the City. This request is vacant residential land. The City has determined the parcel to be abandoned.



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**RESOLUTION NO. 2023-07-0422R**

**A RESOLUTION REQUESTING THE SUBMISSION OF A “NO CASH BID” ON  
TAX DELINQUENT PROPERTY TO ACQUIRE TAX CERTIFICATES OF  
PURCHASE FOR THE BENEFIT OF THE  
CITY OF OAK FOREST**

**WHEREAS**, the City of Oak Forest (the "City") is an Illinois home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City has declared economic development as one of its primary objectives; and

**WHEREAS**, the City has identified a certain property, as more specifically identified in Section 3 below, which serves municipal economic development purposes; and

**WHEREAS**, it has been discovered that no real estate taxes have been paid by the record owners of the Property for several years; and

**WHEREAS**, the County of Cook, State of Illinois, has established a No-Cash Bid Program for municipalities to acquire tax certificates of purchase and tax deeds to tax delinquent property, thus eliminating all back taxes, interest, and penalties, in order to maintain such property to a viable use beneficial to the municipalities; and

**WHEREAS**, the Mayor and City Council find and determine that it is in the best interests of the City and its residents to acquire the Property through participation in the No Cash Bid Program.

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

**SECTION 1:** The foregoing recitals are incorporated by reference into Section 1 of this Resolution as material terms of the Resolution.

**SECTION 2:** The City of Oak Forest respectfully requests that the Cook County Board of Commissioners approve and submit a no-cash bid to acquire a Tax Certificate of Purchase for the nonpayment of taxes on the Property identified by permanent index number:

One (1) PIN 28-17-207-029-0000.

**SECTION 3:** The property is a vacant lot, commonly addressed as 15230 Central Avenue, Oak Forest, IL 60452.

PIN 28-17-207-029-0000.

The City has determined the parcel to be abandoned, its former use as a residential lot in the City. That residential use is no longer a fit and the area suffers from economic depreciation. In the interest of utilizing the property for productive use, the current and intended uses for the parcel, which will greatly benefit the City, are to acquire the property for redevelopment, to allow the City to reconstruct properties in a manner to greatly improve the area and as a benefit the surrounding property owner. In the interest of utilizing the property for redevelopment, the City is seeking title to the property.

**SECTION 4:** The City of Oak Forest is authorized to proceed to accept an assignment of said Tax Certificates of Purchase from the County of Cook.

**SECTION 5:** The City, upon acquiring the Properties, will apply for tax exempt status for the Properties and shall retain the Properties for municipal open space and stormwater detention use.

**SECTION 6:** The Mayor and City Council of the City shall, upon approval by the County, direct the City Attorney to obtain the tax deeds to the Properties and shall bear all legal and other costs associated with acquisition of the Properties.

**SECTION 7:** On behalf of the City Council, the City Administrator is hereby authorized and directed to execute those documents needed by the County to process and approve the City's submission of a no-cash bid to acquire a Tax Certificate of Purchase for the nonpayment of taxes on the Property identified by permanent index number PIN 28-17-207-029-0000, including, but not limited to the City's Affidavit of Occupancy and Intended Use and the City's No Cash Bid Program Affidavit of Intent.

**SECTION 8:** The City of Oak Forest agrees to submit to the Cook County Office of Economic Development an annual report on the parcels for five years or until development is complete, whichever occurs last, as required by the Cook County No Cash Bid Ordinance.

**SECTION 9:** There is currently no Third Party Request relative to any of the PINS set forth in this Resolution.

**SECTION 10:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**SECTION 11:** Each section, paragraph, clause and provision of this Resolution is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

**ADOPTED** this 25<sup>th</sup> day of July, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 25<sup>th</sup> day of July, 2023, and attested to by the Clerk this same day.

\_\_\_\_\_  
HENRY L. KUSPA  
MAYOR

**ATTEST:**

\_\_\_\_\_  
NICOLE TORMEY  
CITY CLERK

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Nicole Tormey, the duly elected qualified, and acting City Clerk of the City of Oak Forest, Cook County, Illinois, do hereby certify that the Resolution attached hereto is a true and correct copy of that Resolution now on file in my Office, entitled:

RESOLUTION NO. 2023-07-0422R

**A RESOLUTION REQUESTING THE SUBMISSION OF AN OVER-THE-COUNTER "NO CASH BID" ON TAX DELINQUENT PROPERTY TO ACQUIRE TAX CERTIFICATES OF PURCHASE FOR THE BENEFIT OF THE CITY OF OAK FOREST**

Which Resolution was passed by the City Council of the City of Oak Forest, at a regular meeting on the 25<sup>th</sup> day of July, 2023, at which meeting a quorum was present, and approved by the Mayor of the City of Oak Forest on the 25<sup>th</sup> day of July, 2023.

I further certify that the vote on the question of the passage of said Resolution by the City Council of the City of Oak Forest was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the City Council of the City of Oak Forest, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the City of Oak Forest, this 25<sup>th</sup> day of July, 2023.

[SEAL]

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2023-07-0422R**

**A RESOLUTION REQUESTING THE SUBMISSION OF A "NO CASH BID" ON  
TAX DELINQUENT PROPERTY TO ACQUIRE TAX CERTIFICATES OF  
PURCHASE FOR THE BENEFIT OF THE  
CITY OF OAK FOREST**

**WHEREAS**, the City of Oak Forest (the "City") is an Illinois home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City has declared economic development as one of its primary objectives; and

**WHEREAS**, the City has identified a certain property, as more specifically identified in Section 3 below, which serves municipal economic development purposes; and

**WHEREAS**, it has been discovered that no real estate taxes have been paid by the record owners of the Property for several years; and

**WHEREAS**, the County of Cook, State of Illinois, has established a No-Cash Bid Program for municipalities to acquire tax certificates of purchase and tax deeds to tax delinquent property, thus eliminating all back taxes, interest, and penalties, in order to maintain such property to a viable use beneficial to the municipalities; and

**WHEREAS**, the Mayor and City Council find and determine that it is in the best interests of the City and its residents to acquire the Property through participation in the No Cash Bid Program.

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

**SECTION 1:** The foregoing recitals are incorporated by reference into Section 1 of this Resolution as material terms of the Resolution.

**SECTION 2:** The City of Oak Forest respectfully requests that the Cook County Board of Commissioners approve and submit a no-cash bid to acquire a Tax Certificate of Purchase for the nonpayment of taxes on the Property identified by permanent index number:

One (1) PIN 28-17-207-029-0000.

**SECTION 3:** The property is a vacant lot, commonly addressed as 15230 Central Avenue, Oak Forest, IL 60452.

PIN 28-17-207-029-0000.

The City has determined the parcel to be abandoned, its former use as a residential lot in the City. That residential use is no longer a fit and the area suffers from economic depreciation. In the interest of utilizing the property for productive use, the current and intended uses for the parcel, which will greatly benefit the City, are to acquire the property for redevelopment, to allow the City to reconstruct properties in a manner to greatly improve the area and as a benefit the surrounding property owner. In the interest of utilizing the property for redevelopment, the City is seeking title to the property.

**SECTION 4:** The City of Oak Forest is authorized to proceed to accept an assignment of said Tax Certificates of Purchase from the County of Cook.

**SECTION 5:** The City, upon acquiring the Properties, will apply for tax exempt status for the Properties and shall retain the Properties for municipal open space and stormwater detention use.

**SECTION 6:** The Mayor and City Council of the City shall, upon approval by the County, direct the City Attorney to obtain the tax deeds to the Properties and shall bear all legal and other costs associated with acquisition of the Properties.

**SECTION 7:** On behalf of the City Council, the City Administrator is hereby authorized and directed to execute those documents needed by the County to process and approve the City's submission of a no-cash bid to acquire a Tax Certificate of Purchase for the nonpayment of taxes on the Property identified by permanent index number PIN 28-17-207-029-0000, including, but not limited to the City's Affidavit of Occupancy and Intended Use and the City's No Cash Bid Program Affidavit of Intent.

**SECTION 8:** The City of Oak Forest agrees to submit to the Cook County Office of Economic Development an annual report on the parcels for five years or until development is complete, whichever occurs last, as required by the Cook County No Cash Bid Ordinance.

**SECTION 9:** There is currently no Third Party Request relative to any of the PINS set forth in this Resolution.

**SECTION 10:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**SECTION 11:** Each section, paragraph, clause and provision of this Resolution is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

**ADOPTED** this 25<sup>th</sup> day of July, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 25<sup>th</sup> day of July, 2023, and attested to by the Clerk this same day.

\_\_\_\_\_  
HENRY L. KUSPA  
MAYOR

**ATTEST:**

\_\_\_\_\_  
NICOLE TORMEY  
CITY CLERK

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CLERK’S CERTIFICATE**

I, Nicole Tormey, the duly elected qualified, and acting City Clerk of the City of Oak Forest, Cook County, Illinois, do hereby certify that the Resolution attached hereto is a true and correct copy of that Resolution now on file in my Office, entitled:

RESOLUTION NO. 2023-07-0422R

**A RESOLUTION REQUESTING THE SUBMISSION OF AN OVER-THE-COUNTER “NO CASH BID” ON TAX DELINQUENT PROPERTY TO ACQUIRE TAX CERTIFICATES OF PURCHASE FOR THE BENEFIT OF THE CITY OF OAK FOREST**

Which Resolution was passed by the City Council of the City of Oak Forest, at a regular meeting on the 25<sup>th</sup> day of July, 2023, at which meeting a quorum was present, and approved by the Mayor of the City of Oak Forest on the 25<sup>th</sup> day of July, 2023.

I further certify that the vote on the question of the passage of said Resolution by the City Council of the City of Oak Forest was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the City Council of the City of Oak Forest, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the City of Oak Forest, this 25<sup>th</sup> day of July, 2023.

[SEAL]

\_\_\_\_\_  
City Clerk

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



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

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2023-2024 NCB Round  
**AFFIDAVIT OF OCCUPANCY & INTENDED USE**

Dated: July 19, 2023  
City of Oak Forest's 2023-2024 No Cash Bid Round Application  
1 PIN in Request Package

**Affidavit of Occupancy – VACANT LAND**

Submitted in support of the City of Oak Forest's request for approval of a No Cash Bid for the following one (1) property index number (PIN):

Volume (031)

28-17-207-029-0000

I hereby certify that the above listed PIN has been a vacant lot for at least 3 years, since 2020. PIN 28-17-207-029-0000 is not improved with a structure. The above single PIN is further described as follows: Vacant Land.

I hereby certify that the above listed PIN consists of a vacant lot. PIN (28-17-207-029-0000) is not improved with any structure. The above single PIN composes the whole property. Past use of this parcel was single family residence. The structure was demolished in April 2020 and the current use is a vacant lot.

I have visited the parcel located on the requested PIN and found no persons living or working, authorized or unauthorized, in the parcel. Additionally, there are no items stored in or on the above referenced land.

**Intended Use – VACANT LAND**

The requested PIN is a vacant parcel which the City of Oak Forest intends to use for redevelopment, to allow the City to reconstruct properties in a manner to greatly improve the area and as a benefit the surrounding property owner. The City will apply for and retain tax exempt status while the parcel is used for municipal redevelopment.

Please note that the intention of the No Cash Bid Program is not to return tax delinquent property back to the owner of this or any other tax delinquent parcel(s).

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



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Dated: July 19th, 2023

The Honorable Toni Preckwinkle  
President, Cook County Board of Commissioners  
118 North Clark Street, Suite 1018  
Chicago, IL 60602

**RE: City of Oak Forest – No Cash Bid Request Cover Letter**

Dear President Preckwinkle:

This Request Package contains one (1) PIN 28-17-207-029-0000.

The City of Oak Forest, (the "City") has targeted a location within the City for Redevelopment. In the interest of utilizing the property for said purposes, the City is seeking title to the following tax delinquent property and request that the Cook County Board of Commissioners submit a No Cash Bid for this property on behalf of the City. The PIN in this Request Package is as follows:

Vol. 031            28-17-207-029-0000

Currently the property is a vacant lot, commonly addressed as 15230 Central Avenue, Oak Forest, IL 60452. The City has determined the parcel to be abandoned, its former use as a residential lot. That residential use is no longer a fit and the area suffers from economic depreciation. In the interest of utilizing the property for productive use, the current and intended uses for the parcel, which will greatly benefit the City, are to acquire the property for redevelopment, to allow the City to reconstruct properties in a manner to greatly improve the area and as a benefit the surrounding property owner.

The City will file for tax exempt status as long as it retains the PIN for municipal use, maintaining that status until any property is conveyed to a potential developer.

This request does not contain a Third-Party Requestor.

The law firm of Klein, Thorpe, and Jenkins, Ltd., serves as City Attorney to the City of Oak Forest, and will obtain a tax deed and bear all legal and other costs associated with acquisition of the parcel. Scott F. Uhler and Allen Wall of Klein, Thorpe and Jenkins, Ltd., will represent the City for all issues pertaining to the request for the submission of the No Cash Bid. Mr. Uhler and Mr. Wall may be contacted at (312) 984-6400.

The City agrees to submit, to the Cook County Department of Planning and Development, No Cash Bid Report on the status of the parcel for five (5) years, or until development is complete,

whichever occurs last, as required by the Cook County No Cash Bid Ordinance.

Respectfully,

Tim Kristin  
City Administrator  
City of Oak Forest  
Enclosures

cc: Scott F. Uhler, City Attorney (w/encls.)

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



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

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2023-2024 No Cash Bid Program

**AFFIDAVIT OF INTENT**

Dated: July 19th, 2023

City of Oak Forest, 23-\_\_\_\_\_ ([FOR COUNTY] County Board Item No.)  
One (1) Property Index Number (PIN)  
2023-2024 No Cash Bid Round 1 Application

I, Tim Kristin, City Administrator on behalf of the City of Oak Forest, being duly sworn, hereby swear under oath and state under penalty of perjury that the following is true and correct to the best of my knowledge:

1. I hereby certify that the City of Oak Forest understands that the No Cash Bid Program prohibits returning and/or transferring title and/or ownership of property that is obtained through the No Cash Bid Program back to the delinquent owner(s) of record for any requested property.
2. I hereby certify that it is not the intent of the City of Oak Forest to return and/or transfer title and/or ownership of any No Cash Bid PINs which are issued a tax deed back to the delinquent owner(s) of record for any of the property included in the City of Oak Forest's above listed Request Package.
3. I hereby certify that the City of Oak Forest will not return and/or transfer title and/or ownership of any No Cash Bid PINs which are issued a tax deed back to the delinquent owner(s) of record for any of the property included in the City of Oak Forest's above listed Request Package.
4. I hereby certify that I have the full authority from the City of Oak Forest to sign and submit this Affidavit for the above listed Request Package seeking approval of No Cash Bids for a total of one (1) PIN.

Subscribed and sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 2023.

Further Affiant sayeth naught.

\_\_\_\_\_

Name: Tim Kristin  
Signature: \_\_\_\_\_  
Title: City Administrator

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Taxing District: City of Oak Forest**

**Date: \_\_\_\_\_**

**cc: Stephanie Milito, Cook County Planning & Development Department  
Patricia Ruffolo, Cook County Planning & Development Department**

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[M \(https://medium.com/@AssessorCook\)](https://medium.com/@AssessorCook)

## Property Details

[← Search Again \(/address-search\)](#)



### MORE PROPERTY DETAILS

[Assessment & Appeal Calendar \(/assessment-calendar-and-deadlines\)](#)

[How Properties are Valued \(/how-properties-are-valued\)](#)

[Assessment Notice and Tax Bill \(/your-assessment-notice-and-tax-bill\)](#)

[Download Tax Bill \(https://www.cookcountytreasurer.com/setsearchparameters.aspx\)](https://www.cookcountytreasurer.com/setsearchparameters.aspx)

[Property Tax Portal \(https://www.cookcountypropertyinfo.com/default.aspx\)](https://www.cookcountypropertyinfo.com/default.aspx)

[Update Mailing Address \(https://www.cookcountytreasurer.com/setsearchparameters.aspx\)](https://www.cookcountytreasurer.com/setsearchparameters.aspx)

[Certificate of Error Status Search \(https://www.cookcountyassessor.com/cofestatus\)](https://www.cookcountyassessor.com/cofestatus)

### PIN & Address

PIN **28-17-207-029-0000**  
 ADDRESS **15230 CENTRAL AVE**  
 CITY **OAK FOREST**  
 TOWNSHIP **Bremen**

### Tax Details

PROPERTY CLASSIFICATION **100**  
 SQUARE FOOTAGE (LAND) **7,920**  
 NEIGHBORHOOD **130**  
 TAXCODE **13067**  
 NEXT SCHEDULED REASSESSMENT **2023**

### Assessed Valuation



	2022 Board of Review Certified	2021 Board of Review Certified
Total Estimated Market Value	\$31,680	\$31,680
Total Assessed Value	\$3,168	\$3,168
Land Assessed Value	\$3,168	\$3,168

#### Building Assessed Value

\* "Property Location" is not a legal/postal mailing address. Its sole purpose is to help our Office locate the property. Therefore, you should not utilize the property location for any purpose, however, you may update the Property Location with your Legal/Postal Mailing Address should you choose to do so. Updating the address will not change the Property Location to a Legal/Postal Mailing Address.

\*\* Information may be available by submitting an FOIA Request

### Characteristics



### Exemption History & Status



### Appeal History



### Certificate of Error



Print Options  Include property images

PRINT PROPERTY DETAILS

ACCESS MORE IN-DEPTH PROPERTY DETAILS HERE ([HTTPS://ASSESSORPROPERTYDETAILS.COOKCOUNTYIL.GOV/DATALETS/](https://assessorpropertydetails.cookcountyil.gov/datalets/))

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# COOK COUNTY ASSESSOR'S OFFICE <sup>(1)</sup>

We're here to help.

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- Executive Team (/Cook-County-Assessor-And-Executive-Team)
- Mission Statement (/Cook-County-Assessors-Office-Mission-And-Values)
- First 100 Days (/Cook-County-Assessors-Office-100-Day-Initiatives-And-Objectives)
- History (/Office-History)
- Visitors' Log (/Visitors-Log)
- Reports (/CCAreports)

## SHAKMAN (/SHAKMAN-COMPLIANCE)

- Compliance (/Shakman-Compliance)
- Agreed Order ([https://prodassets.cookcountyassessor.com/S3fs-Public/Page\\_hr/AssessorFinalAgreedOrder-8-15-12.Pdf](https://prodassets.cookcountyassessor.com/S3fs-Public/Page_hr/AssessorFinalAgreedOrder-8-15-12.Pdf))
- Director Of Compliance (/Director-Compliance)
- Executive Order ([https://prodassets.cookcountyassessor.com/S3fs-Public/Page\\_hr/EXECUTIVEORDER\\_ProhibitionOfPoliticalDiscrimination.Pdf](https://prodassets.cookcountyassessor.com/S3fs-Public/Page_hr/EXECUTIVEORDER_ProhibitionOfPoliticalDiscrimination.Pdf))
- Quarterly Reports (/Shakman-Compliance)

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- Exempt Positions ([https://prodassets.cookcountyassessor.com/S3fs-Public/2023-06/Shakman%20Exempt%20List%202026.27.2023.Pdf?VersionId=Un0VpK5gbUW\\_kuzu.2LX6GuWBU14eep.](https://prodassets.cookcountyassessor.com/S3fs-Public/2023-06/Shakman%20Exempt%20List%202026.27.2023.Pdf?VersionId=Un0VpK5gbUW_kuzu.2LX6GuWBU14eep.))
- Hiring FAQs (/General-Hiring-Process-Faqs)
- Employment Plan ([https://prodassets.cookcountyassessor.com/S3fs-Public/Event/CCAO%20Employment%20Plan\\_8.26.2022.Pdf](https://prodassets.cookcountyassessor.com/S3fs-Public/Event/CCAO%20Employment%20Plan_8.26.2022.Pdf))

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- Blog Articles (<https://medium.com/@AssessorCook>)
- Newsletter Signup (<https://public.govdelivery.com/accounts/ILCOOK/Signup/12686>)
- Photos (<https://www.flickr.com/photos/184793206@N05/albums>)
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- Request An Outreach (<https://docs.google.com/forms/d/e/1FAIpQLSfsJoeecA7wAnDwR-Qv78TOqfh56m05B1dZ59HOLkHkzGzXeaQ/viewform?vc=0&c=0&w=1>)
- Racial Equity & Real Estate (/Racial-Equity-And-Real-Estate-Conversations)

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**FAQS (/2021FAQ)**

[Property Tax Bill Assistance \(https://www.Cookcountyassessor.Com/2022-Property-Tax-Bill-Assistance\)](https://www.Cookcountyassessor.Com/2022-Property-Tax-Bill-Assistance)

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**itz Kaegi**, Cook County Assessor

8 North Clark Street • Third Floor, Room #320 • Chicago, IL 60602

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ALL GOOD THINGS CLOSE TO HOME

# CITY COUNCIL AGENDA MEMO

DATE: JULY 25, 2023  
TO: MAYOR KUSPA, CITY COUNCIL  
FROM: PAUL RUANE, COMMUNITY PLANNER

APPROVAL OF ORDINANCE NO. 2023-07-09840 AUTHORIZING A SPECIAL USE PERMIT TO ALLOW AN AUTOMOTIVE MECHANICAL AND ELECTRICAL REPAIR AND MAINTENANCE SHOP IN THE C2 – GENERAL SERVICE COMMERCIAL DISTRICT AT  
SUBJECT: 6240 W. 159<sup>TH</sup> STREET

## **Background**

Milex Complete Auto Care is a long standing existing business in Oak Forest. In the process of changing ownership it was discovered that there was no existing Special Use Permit on file for the business. In order to comply with the requirements of the Zoning Code the change in ownership prompted a Special Use Permit request.

The applicant is not proposing to modify the site in any way. The future land use map designated this area as Commercial Use, which is cohesive with the existing auto use.

## **Recommendation**

The Planning & Zoning Commission recommended approval of the special use permit request.

## **Action Requested**

Approval of Ordinance No. 2023-07-09840 granting the special use permit.

---

**CITY OF OAK FOREST**

---

**ORDINANCE NO. 2023-07-09840**

---

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW AN  
AUTOMOTIVE MECHANICAL AND ELECTRICAL REPAIR AND MAINTENANCE  
SHOP IN THE C2 – GENERAL SERVICE COMMERCIAL DISTRICT AT 6240 W.  
159<sup>TH</sup> STREET**

**(Milex Complete Auto Care – SUP - ZC# 23-012)**

Passed by the City Council, \_\_\_\_\_, 2023

Printed and Published, \_\_\_\_\_, 2023

Printed and Published in Pamphlet Form  
By Authority of the Board of Trustees

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

I hereby certify that this document  
was properly passed and published  
on the dates stated above.

---

City Clerk

**ORDINANCE NO. 2023-07-09840**

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW AN  
AUTOMOTIVE MECHANICAL AND ELECTRICAL REPAIR AND MAINTENANCE  
SHOP IN THE C2 – GENERAL SERVICE COMMERCIAL DISTRICT AT 6240 W.  
159TH STREET**

**(Milex Complete Auto Care – SUP - ZC# 23-012)**

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Moran Industries Inc., (“*Petitioner*”), has applied for a special use permit to allow an automotive mechanical and electrical repair and maintenance shop (“*Requested Relief*”), at the property commonly known as 6240 W. 159<sup>th</sup> Street which property is legally described in *Exhibit A* attached to and, by this reference, made a part of this Ordinance (“*Property*”).

Section 2. PUBLIC HEARING.

A public hearing was duly advertised on July 3, 2023 in the Daily Southtown and was held by the Planning and Zoning Commission (“PZC”) on July 19, 2023, on which date the PZC adopted PZC Resolution 23-17, which thereby recommended approval of the Petitioner’s application for the Requested Relief.

Section 3. SPECIAL USE PERMIT FOR AN AUTOMOTIVE MECHANICAL AND ELECTRICAL REPAIR AND MAINTENANCE SHOP.

Subject to the conditions set forth in Section 4 of this Ordinance, a special use permit allowing for an automotive mechanical and electrical repair and maintenance shop is hereby granted to the Petitioner pursuant to the Zoning Ordinance and the City’s home rule authority.

Section 4. CONDITIONS.

1. No Authorization of Work. The Ordinance approving the Zoning Relief (“Ordinance”) does not authorize commencement of any work on the Property.

Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted unless and until all conditions of the Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law, including, without limitation, approval of final engineering plans and issuance of required permits.

2. Compliance with Laws. The development, maintenance and operation of the Property must comply with all applicable State, County and City statutes, ordinances, codes, rules, and regulations.
3. Compliance with Plans. The development, maintenance, and operation of the Property will be in substantial compliance with those documents and plans submitted in the application, except for minor changes and site work approved by the Community Development Director in accordance with all applicable City rules, regulations, and ordinances.
4. Limitation of Approval. The special use is limited to the property.
5. Other.
  - a. Provide a bike rack.

Section 5. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Petitioner's to comply with the conditions, restrictions, or provisions of this Ordinance, the special use permit granted in Section 3 will, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council will not revoke the special use permit unless it first provides the Petitioners with two months advance written notice of the reasons for revocation and opportunity to be heard at a regular meeting of the City Council. In the event of revocation, the City Administrator and City Attorney are authorized and directed to bring all zoning enforcement action as may be appropriate under the circumstances. The Petitioners acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of revocation provided for in this Section 5, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right provided that the notice to Petitioners required by this Section is given.

Section 6. EFFECTIVE DATE.

This Ordinance shall be effective upon the occurrence of the following events:

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

ADOPTED

This \_\_\_\_ Day of \_\_\_\_\_, 2023

APPROVED By Me

This \_\_\_\_ Day of \_\_\_\_\_, 2023

\_\_\_\_\_  
HENRY L. KUSPA, MAYOR

ATTEST:

\_\_\_\_\_  
NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Paul Selman Fourth Ward				
James Emmett Fifth Ward				
James Hortsman Sixth Ward				
Denise Danihel Seventh Ward				
Henry L. Kuspa Mayor				

**EXHIBIT A**  
Legal Description of Property

Legal Description:

LOT 1 IN SUSAN B. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

...commonly referred to as 6240 W. 159th Street, Oak Forest, Illinois 60452

**PIN: 28-17-302-067-0000**

**EXHIBIT B**  
Unconditional Agreement and Consent

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

WHEREAS, Moran Industries Inc., (**Petitioner**) has sought a special use permit to allow a youth indoor recreation facility (**Requested Relief**); and

WHEREAS, Ordinance No. 2023-07-09840, adopted by the Oak Forest City Council on July 25, 2023, grants approval of the Requested Relief, subject to certain conditions (**Ordinance**); and

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

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

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

Moran Industries Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED and SWORN to

Before me this \_\_\_\_\_ day of

\_\_\_\_\_, 2023

Notary Public

<seal>



CITY OF OAK FOREST  
PLANNING & ZONING COMMISSION  
Staff Report

July 19, 2023

**TITLE:** MILEX COMPLETE AUTO CARE SPECIAL USE PERMIT

**CASE NUMBER:** ZC #23-012

**REQUEST:** SPECIAL USE PERMIT  
The applicant requests review and recommendation of approval for a special use permit to allow an automotive mechanical and electrical repair and maintenance shop and such other and further zoning relief as may be required in the C2 – General Service Commercial District at 6240 W. 159<sup>th</sup> Street.

**LOCATION:** 6240 W. 159<sup>th</sup> Street

**APPLICANT INFORMATION**

**APPLICANT:** Moran Industries Inc.

**MEETING DATE:** July 19, 2023

**NOTICE PUBLISHED:** July 3, 2023  
Daily Southtown

**STAFF:** Paul Ruane, Community Planner

**I. REQUEST**

The applicant requests review and recommendation of approval for a special use permit to allow an automotive mechanical and electrical repair and maintenance shop and such other and further zoning relief as may be required in the C2 – General Service Commercial District at 6240 W. 159<sup>th</sup> Street.

The Planning and Zoning Commission shall make a recommendation that City Council approve, approve with conditions, or deny the request. Upon receipt of this recommendation, Council shall then make a final determination.

**II. BACKGROUND**

Millex Complete Auto Care is a long standing existing business in Oak Forest. In the process of changing ownership it was discovered that there was no existing Special Use Permit on file for the business. In order to comply with the requirements of the Zoning Code the change in ownership prompted a Special Use Permit request.

**III. EXISTING CONDITIONS**

<b>Zoning</b>	C2 – Central Business District
<b>Required Yards &amp; Setbacks</b>	Front Yard: 25 feet Interior Side Yard: 5 feet Rear Yard: 25 feet
<b>Current Use</b>	Existing Auto Repair Facility
<b>Future Land Use</b>	Commercial
<b>Area &amp; Dimensions</b>	<u>Frontage:</u> 79.00 feet <u>Total area:</u> approximately 0.39 acres (16,998 sq ft.) <u>Total depth:</u> 215.16 feet
<b>Existing Site Features - Property</b>	<u>Property</u> According to the plat of survey and associated legal description, the subject property currently consists of one (1) parcel.  <u>Buildings</u> One single story, commercial building with a footprint of approx. 3,876 sq. ft.  <u>Access</u> The subject property has one (1) access point from 159 <sup>th</sup> Street.

**IV. CONTEXT**

<b>Surrounding Zoning &amp; Uses</b> C2- General Service Commercial District	<u>North:</u> R2 – 6243 Bret Drive (Single Family Residence) <u>South:</u> Across 159 <sup>th</sup> Street: Forest Preserve District of Cook County <u>West:</u> C2 – 6260 W. 159 <sup>th</sup> Street (Vacha’s Florist) <u>East:</u> C2 – 6230 W. 159 <sup>th</sup> Street (Aladdin Auto Service)
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Exhibit 1: Aerial



V. ANALYSIS

The applicant is not proposing to modify the site in any way. The future land use map designated this area as Commercial Use, which is cohesive with the existing auto use.

VI. CONCLUSION

STANDARDS FOR SPECIAL USE PERMITS	
No special permit shall be recommended or granted pursuant to the below unless the applicant establishes that they are met.	
<i>Code and Plan Purposes</i>	<b>Met.</b> The existing use is in harmony with city code and the Comprehensive Plan.
<i>No Undue Adverse Impact</i>	<b>Met.</b> The existing use will not have undue adverse impact on neighboring properties.
<i>No Interference with Surrounding Development.</i>	<b>Met.</b> The existing use will not interfere with surrounding development.
<i>Adequate Public Facilities.</i>	<b>Met.</b> There are existing adequate public facilities to serve this use.
<i>No Traffic Congestion.</i>	<b>Met.</b> The existing use is a low traffic use and will not create traffic burden.
<i>No Destruction of Significant Features.</i>	<b>Met.</b> There are no proposed modifications to the site.
<i>Compliance with Standards.</i>	<b>Met.</b> The existing use is compliant with all standards of the Code.
<b>TOTAL MET: 7 of 7 standards</b>	

VII. PZC MOTION

Motion to affirm PZC Resolution 23-17 recommending approval for a special use permit to allow an automotive mechanical and electrical repair and maintenance shop in the C2 – General Service Commercial District at 6240 W. 159<sup>th</sup> Street with the following conditions:

1. Provide a bike rack.

**CITY OF OAK FOREST  
PLANNING AND ZONING COMMISSION**

**PZC RESOLUTION NO. 23-17**

**WHEREAS**, Milex Complete Auto Care ("**Applicant**") filed an application for a special use permit request to allow an automotive mechanical and electrical repair and maintenance shop and such other and further zoning relief as may be required in the C2 – General Service Commercial District; and such other and further zoning relief as may be required ("**Zoning Relief**"); and

**WHEREAS**, the Applicant's requested Zoning Relief is for the property commonly known as 6240 W. 159<sup>th</sup> Street ("**Property**"); and

**WHEREAS**, a public notice was duly published in the Daily Southtown on July 3, 2023, and a public hearing was convened before the Planning and Zoning Commission ("**PZC**") on July 19, 2023; and

**WHEREAS**, the PZC has considered all of the evidence presented to it, including without limitation, those documents attached and incorporated in to this resolution by this reference as **Exhibit B**;

**NOW THEREFORE, BE IT RESOLVED** by the PZC of the City of Oak Forest, Cook County, based on the foregoing recitals which are hereby incorporated by reference, that:

Section 1.     FINDINGS.

Based on the evidence presented at the public hearing, and the Findings of Fact attached hereto as **Exhibit A**, the PZC hereby finds that the Applicant's request does satisfy the standards for the requested Zoning Relief as set forth in the Zoning Ordinance of Oak Forest.

Section 2.     RECOMMENDATION.

Based on the findings of fact set forth in Section 1 of this resolution, the PZC hereby recommends approval of the Applicant's requested Zoning Relief, with the following conditions:

- A. No Authorization of Work. The Ordinance approving the Zoning Relief ("Ordinance") does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted unless and until all conditions of the Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law, including, without limitation, approval of final engineering plans and issuance of required permits.

- B. Compliance with Laws. The development, maintenance and operation of the Property must comply with all applicable State, County and City statutes, ordinances, codes, rules, and regulations.
- C. Compliance with Plans. The development, maintenance, and operation of the Property will be in substantial compliance with those documents and plans submitted in the application, except for minor changes and site work approved by the Community Development Director in accordance with all applicable City rules, regulations, and ordinances.
- D. Limitation of Approval. The special use is limited to the property.
- E. Other.
  - 1. Provide a bike rack.

ADOPTED THIS 19 day of July, 2023

AYES: (6)

NAYS: (  )

ABSENT: (3)

ABSTAIN: (  )

  
Chairman, Oak Forest PZC

**EXHIBIT A**  
Findings of Fact

<b>STANDARDS FOR SPECIAL USE PERMITS</b>	
No special permit shall be recommended or granted pursuant to the below unless the applicant establishes that they are met.	
<i>Code and Plan Purposes</i>	<b>Met.</b> The existing use is in harmony with city code and the Comprehensive Plan.
<i>No Undue Adverse Impact</i>	<b>Met.</b> The existing use will not have undue adverse impact on neighboring properties.
<i>No Interference with Surrounding Development.</i>	<b>Met.</b> The existing use will not interfere with surrounding development.
<i>Adequate Public Facilities.</i>	<b>Met.</b> There are existing adequate public facilities to serve this use.
<i>No Traffic Congestion.</i>	<b>Met.</b> The existing use is a low traffic use and will not create an undue traffic burden.
<i>No Destruction of Significant Features.</i>	<b>Met.</b> There are no proposed modifications to the site.
<i>Compliance with Standards.</i>	<b>Met.</b> The existing use is compliant with all standards of the Code.
<b>TOTAL MET: 7 of 7 standards</b>	

June 20, 2023

Community Development Department  
15440 S. Central Avenue  
Oak Forest, IL 60452

### Request for Special Use Permit

As July 1, 2023, Moran Industries, Inc., ("Moran") will be the new owner of the Milex® Complete Auto Care Service Center located at 6240 W. 159<sup>th</sup> Street, Oak Forest, IL 60452. It is required that we apply for a special use permit in order to open under the new ownership under the category of NAIS Code 811121: Automotive Body, Paint, and Interior Repair. The property is zoned C2-General Service Commercial District.

The business, under the new ownership will operate in the same manner that it has for the past 20 plus years. The current owners are retiring and we are purchasing the business from them. There will be no adverse impact to the community, no traffic changes and we will comply with all community standards. For the record Moran Family of Brands, the purchaser, is also the franchisor of Milex Complete Auto Care, which is the franchise that the current owners have operated under for the past 20 years

The special use sought meets the standards set forth in your Zoning Ordinance Subsection 110502(E)(1).

Signed by:



Peter Baldine,  
President

CITY OF OAK FOREST  
 PLANNING & ZONING COMMISSION MEETING DRAFT MINUTES  
 Wednesday, July 19, 2023

The Planning & Zoning Commission meeting was called to order at 7:01 p.m.

**PRESENT:** Commissioner Jeffrey Ater  
 Commissioner Mike Forbes  
 Commissioner Curt Kunz  
 Commissioner Glenn Runge  
 Commissioner Bill Sykes  
 Chairman Jim Stuewe  
 Staff Member Paul Ruane  
 Staff Member Nicole Tormey

**ABSENT:** Commissioner Rick Larson  
 Commissioner Wayne Schroeder  
 Commissioner Michael Ziak

Meeting started with the pledge of allegiance.

Chairman Stuewe asked for a motion to open the public hearing.

Commissioner Forbes made the motion. Commissioner Kunz seconded.

AYES	NAYS	ABSTAIN	ABSENT
Commissioner Forbes			
Commissioner Kunz			
			Commissioner Larson
Commissioner Runge			
			Commissioner Schroeder
Commissioner Sykes			
			Commissioner Ziak
Commissioner Ater			
Chairman Stuewe			

Motion carried 6-0-0 with 3 absent.

1. ZC# 23-012 Milex Complete Auto Care Special Use Permit: The applicant requests review and recommendation of approval for a special use permit to allow an automotive mechanical and electrical repair and maintenance shop and such other and further zoning relief as may be required in the C2 – General Service Commercial District at 6240 W. 159<sup>th</sup> Street.

Paul Ruane presented the facts regarding the request for a special use permit for an automotive mechanical and electrical repair and maintenance shop.

Pete Baldine, President of Moran Industries, Inc., approached the dais and Chairman Stuewe swore him in. Mr. Baldine explained the ownership history of Milex Complete Auto Care Service Center.

Paul Ruane stated with the new ownership taking over, staff was not able to locate an existing special use permit. They are not planning on making any changes to the site. They are looking to occupy the same business and conduct the same business. An early approval was made without a special use permit that allowed their existing pole sign with an electronic message center. In order to bring the business in compliance with the new ownership, a special use permit is now being applied for. The only condition of approval is to install a bike rack.

Paul Ruane asked for any questions.

Commissioner Kunz asked if Milex is the place that had bands out in front of the business. Pete replied yes, it was the previous owners. He inquired if it was an issue. Commissioner Kunz replied no, he thought it was a nice idea. Pete then inquired about a re-grand opening under new ownership. Paul Ruane instructed him to work with the Mayor's office and complete a Special Event Permit.

Chairman Stuewe asked for any other questions or comments. None. He asked for a motion to affirm zoning case 23-17 recommending approval of the special use permit.

Commissioner Runge made the motion.

Commissioner Sykes seconded.

AYES	NAYS	ABSTAIN	ABSENT
Commissioner Runge			
			Commissioner Schroeder
Commissioner Sykes			
			Commissioner Ziak
Commissioner Ater			
Commissioner Forbes			
Commissioner Kunz			
			Commissioner Larson
Chairman Stuewe			

Motion carried 6-0-0 with 3 absent. The request will now go to City Council for final determination next Tuesday, July 25<sup>th</sup> with a positive recommendation from Planning and Zoning.

Pete Baldine stated going through the process with the Clerk's office and the staff was fantastic.

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Chairman Stuewe asked Paul Ruane if there are any future items coming up. Paul replied there are three items for the next meeting. First, Gaelic Park's application for special use permit for their patio. There is no existing special use permit. Second, Mr. Keeler is looking to get a special use permit for a pole sign, 15150 S. Cicero, Coopers Bar and Grill. Third, parking variation for a multi-family building at 16035 Laramie Avenue. Commissioner Kunz inquired if you have to be related to reside in the multi-family building. Commissioner Forbes stated there are no restrictions they just have to meet the requirements and codes. Commissioner Ater asked if there are any existing issues with multi-family residences. Paul Ruane stated as long as they meet emergency safety codes, no issues. Commissioner Ater then inquired regarding zoning. Paul Ruane stated if there is a single family residence that would be converted into multi-family, then it would need to be rezoned.

Chairman Stuewe asked for a motion to approve the minutes from June 21, 2023.

Commissioner Forbes made the motion.

Commissioner Kunz seconded.

AYES	NAYS	ABSTAIN	ABSENT
Commissioner Forbes			
Commissioner Kunz			
			Commissioner Larson
Commissioner Runge			
			Commissioner Schroeder
Commissioner Sykes			
			Commissioner Ziak
Commissioner Ater			
Chairman Stuewe			

Motion to approve the minutes of June 21, 2023 with no changes, carried 6-0-0 with 3 absent.

Chairman Stuewe asked for a motion to adjourn meeting.

Commissioner Runge made the motion.

Commissioner Sykes seconded.

All in favor, aye.

Meeting adjourned at 7:20 p.m.

Minutes prepared by Nicole Tormey, Executive Assistant.

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CHAIRMAN JAMES STUEWE