

CITY OF OAK FOREST

City Council

Meeting Agenda

Tuesday, October 24, 2023 – 7:30 p.m.

City Council Chambers



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

MAYOR:	Henry L. Kuspa	ALDERMEN:
CLERK:	Nicole T. Tormey	1 ST Ward – Kenneth Keeler
TREASURER:	Ericka Vetter	2 ND Ward – Joe McCarthy
CITY ADMINISTRATOR:	Timothy J. Kristin	3 RD Ward – Charles Wolf
FINANCE DIRECTOR:	Colleen M. Julian	4 TH Ward – Paul Selman
FIRE CHIEF:	Gary Kasper	5 TH Ward – Jim Emmett
POLICE CHIEF:	Jason Reid	6 TH Ward – James Hortsman
BUILDING COMMISSIONER:	Mike Forbes	7 TH 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. Motion to establish Consent Agenda
 5. Consent Agenda
 - A. Consideration of the following list of bills dated:
 1. Regular bills - FY 2023-2024
 - B. Consideration of the following minutes:
 1. Consumer Protection Commission - October 11, 2023
 2. Veterans Commission - September 21, 2023
 - C. Approval of Proclamation No. 2023-10-0299P recognizing Olivia Maxey for achieving the rank of Eagle Scout.
 6. Administration
 - A. Approval of Ordinance 2023-10-1001O Class F Liquor License for 151 Oak Forest, Inc. See attached memorandum with supporting details from Mayor, Henry L. Kuspa.

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7. Community and Economic Development

- A. Approval of Agreement No. 2023-10-0310A authorizing an agreement with Institute for Work & the Economy for redistricting and development of a new Oak Forest electoral ward map. See attached memorandum with supporting details from Community Planner, Paul Ruane.
- B. Approval of Resolution 2023-10-0448R 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 attached memorandum with supporting details from City Administrator, Timothy Kristin.

8. Fire Department

- A. Approval of Ordinance No. 2023-10-1000O authorizing an Intergovernmental Agreement for participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022). See attached memorandum with supporting details from Fire Chief, Garrick Kasper.

9. Public Works

- A. Approval of 2022 Water Main Improvement Project pay estimate no. 2 in the budgeted amount of \$812,485.82. See attached memorandum with supporting details from Director of Public Works, Michael Salamowicz.
- B. Approval of City Administrator to execute a minimum one year contract with Engie Resources for energy supply for electric accounts for a price not to exceed \$0.063/kWh. See attached memorandum with supporting details from Director of Public Works, Michael Salamowicz.
- C. Approval of Ordinance No. 2023-10-1002O authorizing for disposal/sale of city owned property. See attached memorandum with supporting details from Director of Public Works, Michael Salamowicz.
- D. Approval of purchase of 2023 Case, Model 580SV Backhoe-Loader, not to exceed the budgeted amount of \$154,000.00. See attached memorandum with supporting details from Director of Public Works, Michael Salamowicz.

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

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11. Old business

12. New business

13. Executive session

14. Adjournment

NOTICE AGENDA ITEM

List of Bills October 24, 2023 FY2023-2024
Report dates: 10/24/2023-10/24/2023

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Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
Advocate Medical Group	P1329954401	10/09/23	108.68	01-03-5517 WORKER'S COMP INSURANCE	Self-Insurance Retention: IC1-GGIL-257663 Claim# 230307W014 M.G.		
ADVOCATE OCCUPATIONAL HEALTH	850682	10/06/23	26.00	01-04-5515 UNION HEALTH BENEFITS	Hep B Vaccine - J.R.		
AIR ONE EQUIPMENT INC*	198926	10/11/23	189.00	01-02-5313 UNIFORMS	Gear Repair Pants - Doyle		
ALLDATA*	101546923 23-24	10/28/23	1,500.00	01-04-5404 COMPUTER MAINTENANCE	ALLDATA - MECHANIC REPAIR SOFTWARE		
Allegra Marketing Print Mail	45483	08/25/23	26.75	01-01-5302 PRINTING	Name Plate - Grace Bardusk		
Allegra Marketing Print Mail	45874	10/09/23	15.95	01-03-5302 PRINTING	Name Plate		
AMALGAMATED BANK OF CHICAGO*	1855909008 2015A 2023	10/01/23	475.00	02-17-5703 SERVICE CHARGES	TRUST# 1855909008 BOND SERIES 2015A Fee		
AMALGAMATED BANK OF CHICAGO*	1855910005 2015B 2023	10/01/23	475.00	02-17-5703 SERVICE CHARGES	TRUST# 1855910005 REF BOND SERIES 2015B Fee		
AMAZON CAPITAL SERVICES INC*	11TJ-G31G-3YQC	10/12/23	249.99	01-03-5114 DEPARTMENT HEADS	Toshiba 55" LED 4K Smart Fire TV		
AMAZON CAPITAL SERVICES INC*	1444-J4HR-FG9N	10/10/23	52.38	01-01-5301 OFFICE SUPPLIES	Ratcheting Screwdriver Set		
AMAZON CAPITAL SERVICES INC*	14FF-9VKP-66TY	09/03/23	49.98-	01-01-5301 OFFICE SUPPLIES	Return Samsung Galaxy Cases		
AMAZON CAPITAL SERVICES INC*	16PY-LDXP-6J1W	10/05/23	31.00	01-02-5301 OFFICE SUPPLIES	AA, AAA Batteries		
AMAZON CAPITAL SERVICES INC*	16VF-VY69-RCH4	10/03/23	59.99-	01-01-5301 OFFICE SUPPLIES	Return defective keyboard		
AMAZON CAPITAL SERVICES INC*	1CR4-WYFC-DKHL	10/06/23	59.99	01-01-5301 OFFICE SUPPLIES	Apple Wired Keyboard to replace defective keyboard		
AMAZON CAPITAL SERVICES INC*	1F43-YWW6-44P4	10/05/23	70.95	01-01-5301 OFFICE SUPPLIES	File Folders		
AMAZON CAPITAL SERVICES INC*	1FNV-WY6V-GJDX	10/10/23	26.99	01-02-5406 BUILDING MAINTENANCE	Washer Lid Lock Switch		
AMAZON CAPITAL SERVICES INC*	1GN3-PGPM-F44P	10/06/23	29.12	01-02-5402 VEHICLE MAINTENANCE	USB-C to Lightning Cable, Lightning Cable		
AMAZON CAPITAL SERVICES INC*	1HM6-FH7X-TR1L	10/14/23	23.99	01-04-5402 VEHICLE MAINTENANCE	Car Decal Removers Tool		
AMAZON CAPITAL SERVICES INC*	1JTM-LDPQ-CND6	10/06/23	45.58	01-08-5406 BUILDING MAINTENANCE	Ceramic Space Heaters		
AMAZON CAPITAL SERVICES INC*	1K16-F6GP-1KD4	10/16/23	1,722.40	89-00-5602 COMPUTERIZATION	TV Wall Mount Brackets, Tape Measure, 27" Computer Monitors, 55" LED Smart TVs, 27" Computer Monitors for 911 Backup Dispatch		
AMAZON CAPITAL SERVICES INC*	1KWC-HYPV-64RM	10/17/23	1,602.28	01-08-5336 FLAGS & DECORATIONS	Steel Bands, Steel Ear Buckles, Banding Tool: Christmas Decorations		
AMAZON CAPITAL SERVICES INC*	1LPD-11G4-J311	10/13/23	214.22	01-01-5301 OFFICE SUPPLIES	Coffee, Clips, Cable Ties, Keurig		
AMAZON CAPITAL SERVICES INC*	1N3K-CRV3-3H39	10/12/23	39.99	01-01-5301 OFFICE SUPPLIES	Macally Mac keyboard to replace 2 defective Mac keyboards for Finance Clerk		
AMAZON CAPITAL SERVICES INC*	1QVJ-H6XN-7RFX	10/05/23	256.48	01-01-5301 OFFICE SUPPLIES	Samsung Galaxy Cases, iPhone Cases		
AMAZON CAPITAL SERVICES INC*	1RKN-N7C9-1LMP	10/17/23	224.95	01-03-5320 COMMUNITY RELATIONS	Assorted Candy Party Mix Box		
AMAZON CAPITAL SERVICES INC*	1RKX-KXFH-WF7T	10/14/23	19.99	01-12-5301 OFFICE SUPPLIES	Wireless Lapel Mic for iPhone		
AMAZON CAPITAL SERVICES INC*	1TVP-YYPR-WVJC	10/11/23	279.99	02-17-5401 EQUIPMENT MAINTENANCE	Portable Hydraulic Jack - Hydrant Stem Puller		
AMAZON CAPITAL SERVICES INC*	1YRD-4MV4-DMFV	10/10/23	976.77	01-02-5406 BUILDING MAINTENANCE	55" 4K Smart UHD TV, Protection Plan		
AMAZON CAPITAL SERVICES INC*	1YWM-X743-1C41	10/16/23	163.34	01-01-5301 OFFICE SUPPLIES	Envelopes, Desk Organizer, Wastebasket		
AMERICAN LEGAL PUBLISHING CORP	28225	09/30/23	1,478.50	01-01-5527 CODIFICATION	2023 S-20 Supplement Pages		
AMERICAN LEGAL PUBLISHING CORP	28565	10/12/23	495.00	01-01-5527 CODIFICATION	INTERNET RENEWAL 11-25-23 to 11-25-24		
AMERICAN MESSAGING	U1109710XJ	10/01/23	169.16	01-04-5305 TELEPHONE	ACT# U1-109710		
AMERICAN MESSAGING	U1109710XJ	10/01/23	34.50	02-17-5305 TELEPHONE	ACT# U1-109710		
AMERICAN MESSAGING	U1109710XJ	10/01/23	27.60	02-18-5305 TELEPHONE	ACT# U1-109710		
AMERICAN MESSAGING	U1109710XJ	10/01/23	6.90	01-01-5305 TELEPHONE	ACT# U1-109710		
AMERICAN MESSAGING	U1109710XJ	10/01/23	6.90	01-11-5305 TELEPHONE	ACT# U1-109710		
Andres Medical Billing Ltd	092023CFIL	08/31/23	2,720.87	01-02-5509 COLLECTION SERVICE	Ambulance Billing Services - August Collections		2389

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Andres Medical Billing Ltd	102023CFIL	09/30/23	1,424.93	01-02-5509 COLLECTION SERVICE	Ambulance Billing Services - September Collections	2389	
Aramark Refreshment Services LLC	07128528	10/12/23	457.86	01-03-5399 MISC EXPENSE	Coffee, Cups		
BEACON SSI INC*	0000107236	10/20/23	200.00	01-04-5401 EQUIPMENT MAINTENANCE	30 Day Walkthrough Inspection September		
BEATTY, RICH	2nd Qtr 2023	10/13/23	250.00	01-01-5209 POLICE & FIRE COMMISSION	QUARTERLY COMMISSION STIPEND		
BLATCHFORD, WALLACE R.*	2nd Qtr 2023	10/13/23	250.00	01-01-5209 POLICE & FIRE COMMISSION	QUARTERLY COMMISSION STIPEND		
BREWSMART BEVERAGE	BRAC0138605	10/03/23	83.80	01-02-5399 MISC EXPENSE	#4593 Coffee Cartridges		
BREWSMART BEVERAGE	BRSC0138707	10/10/23	172.60	01-02-5399 MISC EXPENSE	#4593 Coffee Cartridges, Sugar		
Brightly Software Inc	INV-203904	03/16/23	13,837.73	01-04-5404 COMPUTER MAINTENANCE	Asset Essentials, Facilities/Physical Plant Module, Streets Module, Storm Water Module, Parks Module, Inventory Module		
Brightly Software Inc	INV-203904	03/16/23	6,918.87	02-17-5401 EQUIPMENT MAINTENANCE	Asset Essentials, Facilities/Physical Plant Module, Streets Module, Storm Water Module, Parks Module, Inventory Module		
Brightly Software Inc	INV-203904	03/16/23	6,918.87	02-18-5404 COMPUTER MAINTENANCE	Asset Essentials, Facilities/Physical Plant Module, Streets Module, Storm Water Module, Parks Module, Inventory Module		
CANON FINANCIAL SERVICES INC	31318209	09/30/23	207.07	01-03-5514 EQUIPMENT RENTAL	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC	31318209	09/30/23	207.06	01-03-5514 EQUIPMENT RENTAL	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC	31318209	09/30/23	207.07	01-11-5504 CONTRACTUAL SERVICES	Contract# 694009-3 E-Studio Color Copiers Series		
CANON FINANCIAL SERVICES INC	31318209	09/30/23	207.07	01-02-5604 MISC EQUIPMENT	Contract# 694009-3 E-Studio Color Copiers Series		
CARGILL INC	2908710350	10/10/23	3,183.52	08-00-5413 SNOW & ICE CONTROL	Road Salt Purchase	3190	
CDW GOVERNMENT INC*	MK388867	10/06/23	1,154.48	01-01-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	1,300.14	01-02-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	3,711.60	01-03-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	442.37	01-04-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	210.40	01-05-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	210.40	01-10-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	436.98	01-11-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	156.45	01-12-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	345.27	02-17-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK388867	10/06/23	183.42	02-18-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	69.59	01-01-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	78.38	01-02-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	223.79	01-03-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	26.67	01-04-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	12.68	01-05-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	12.68	01-10-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	26.34	01-11-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	9.43	01-12-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	20.82	02-17-5404 COMPUTER MAINTENANCE	Adobe renewal		
CDW GOVERNMENT INC*	MK47634	10/06/23	11.06	02-18-5404 COMPUTER MAINTENANCE	Adobe renewal		
CED Consolidated Electrical Dist. Inc.	1028-1237152	08/25/23	252.54	01-08-5406 BUILDING MAINTENANCE	Credit for 20A Duplex USB		
CED Consolidated Electrical Dist. Inc.	1028-1247896	10/02/23	121.37	01-08-5406 BUILDING MAINTENANCE	Conduit, Hangers, Covers		

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CED Consolidated Electrical Dist. Inc.	1028-1249733	10/06/23	325.02	01-08-5406 BUILDING MAINTENANCE	Wire, Washers, Conduit, Covers, Recepticles		
CHICAGO PARTS and SOUND LLC	2J0004444	10/03/23	1,899.00	01-03-5601 VEHICLE PURCHASES	Decked Storage F-250		
CHICAGO PARTS and SOUND LLC	2J0004464	10/13/23	4,723.50	01-03-5601 VEHICLE PURCHASES	Upfit on 2023 Ford F250	3518	
CHICAGO PARTS and SOUND LLC	2J0004466	10/17/23	1,644.00	01-03-5601 VEHICLE PURCHASES	Preemption Traffic Signal, Tonneau Cover Bak Flip		
CHICAGO SOUTHLAND CONVENTION & VISITORS	October 2023 TM	10/16/23	269.98	01-01-5512 OTHER SERVICES	HOTEL TAX REMIT October TERRACE MOTEL ONLY		
Chicago Tribune Company	080138245000	09/30/23	78.00	01-01-5308 ADVERTISING	ACT# CU00038229 LEGAL NOTICE		
Cintas	4169945033	10/05/23	311.01	01-08-5406 BUILDING MAINTENANCE	Payer# 18445520 2 3.5 Traffic, 5 3x10 Traffic, 2 4x6 Scraper, 6 3x10 Gray, 2 3x5 Gray, 1 4x6 Gray, 1 4x8 Logo, 1 5x6 Logo, 1 5x6 Logo		
CINTAS CORPORATION	5178665734	10/06/23	410.56	02-17-5406 BUILDING MAINTENANCE	Payer# 10691594: Breakroom & Shop cabinets filled, Organized		
CINTAS CORPORATION	5178665734	10/06/23	387.22	01-08-5406 BUILDING MAINTENANCE	Payer# 10691594: Breakroom & Shop cabinets filled, Organized		
Cintas Corporation #21	4170179296	10/09/23	198.79	01-04-5406 BUILDING MAINTENANCE	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4170179296	10/09/23	51.34	01-04-5313 UNIFORMS	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4170888980	10/16/23	198.79	01-04-5406 BUILDING MAINTENANCE	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4170888980	10/16/23	51.34	01-04-5313 UNIFORMS	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
COMCAST	185060715	10/15/23	466.42	01-01-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	525.28	01-02-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	1,499.56	01-03-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	178.73	01-04-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	85.00	01-05-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	85.00	01-10-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	176.55	01-11-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	63.21	01-12-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	139.49	02-17-5404 COMPUTER MAINTENANCE	Act# 932775069		
COMCAST	185060715	10/15/23	74.11	02-18-5404 COMPUTER MAINTENANCE	Act# 932775069		
Comcast	Oct23 FD3	09/27/23	219.90	01-02-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0526533		
Comcast	Oct23 FD9	09/26/23	219.90	01-02-5404 COMPUTER MAINTENANCE	Act# 8771 40 096 0526509		
Comcast	Oct23 PD01	10/02/23	141.90	01-03-5305 TELEPHONE	Act# 8771 40 096 0363101		
Comcast	Oct23 PW14	10/02/23	15.08	01-04-5512 OTHER SERVICES	Act# 8771 40 096 0174714		
COMED	4259148068 101123	10/11/23	256.37	01-04-5307 ELECTRICITY	Act# 4259148068		
CONSERV FS	66055964	09/28/23	442.50	01-04-5418 LANDSCAPING REPAIRS	Customer ID: 0418420 Greenskeeper Sunny Glamour Mix		
Crossroads Animal Hospital	142748	10/04/23	102.75	01-01-5224 FRIENDS OF ANIMAL CONTROL	Blood Test for Oak Forest Dog Alfred		
CUSTOM TIRE INC	78466	09/14/23	770.00	01-02-5402 VEHICLE MAINTENANCE	Tires		
Dacra Adjudication System	DT 2023-09-102	09/30/23	2,350.00	01-03-5509 COLLECTION SERVICE	Collections Services for MOS/MOVE - September		
DATA PEST CONTROL	42487	10/10/23	130.00	01-02-5406 BUILDING MAINTENANCE	Act# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
DATA PEST CONTROL	42487	10/10/23	130.00	01-04-5406 BUILDING MAINTENANCE	Act# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		
DATA PEST CONTROL	42487	10/10/23	65.00	01-08-5406 BUILDING MAINTENANCE	Act# 100010 Pest Control for 2 FD, PW, Maintenance Bldg, Police Dept Bldg		

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DIRECT ENERGY BUSINESS	232750052709801	10/02/23	1,635.87	01-04-5307 ELECTRICITY	ACT# 1549431		
DIRECT ENERGY BUSINESS	232750052709801	10/02/23	7,322.70	02-17-5307 ELECTRICITY	ACT# 1549431		
DIRECT ENERGY BUSINESS	232750052709801	10/02/23	657.30	02-18-5307 ELECTRICITY	ACT# 1549431		
DIRECT ENERGY BUSINESS	232750052709801	10/02/23	258.70	09-04-5307 ELECTRICITY	ACT# 1549431		
DUTCH VALLEY INC*	4886	10/06/23	859.00	09-04-5510 LAWN CARE	Landscape Management Gateway Metra Lots		
DUTCH VALLEY INC*	4888	10/06/23	1,826.00	01-04-5533 STREETScape MAINTENANCE	September Commuter Parking Lot & Entry Way Sign/ROW Planter Bed Maintenance		
EAGLE UNIFORM CO INC	INV-17469	09/29/23	57.00	01-05-5313 UNIFORMS	Apply Patches		
EJ USA INC*	110230076423	10/12/23	5,000.00	02-17-5423 HYDRANT REPAIRS	Fire Hydrants and repair supplies		3232
EJ USA INC*	110230076423	10/12/23	1,299.67	02-17-5423 HYDRANT REPAIRS	Fire Hydrants and repair supplies		2301
EJ USA INC*	110230076423	10/12/23	1,473.99	02-17-5423 HYDRANT REPAIRS	Fire Hydrants and repair supplies		1730
EJ USA INC*	110230077716	10/17/23	209.44	02-18-5424 MAINTENANCE OF SEWERS	UND Oval GR		
EMERGENCY MEDICAL PRODUCTS INC	2587695	10/04/23	156.00	01-02-5317 EMS SUPPLIES	Disp neonatal SPO2 Sensor		
EMERGENCY MEDICAL PRODUCTS INC	2588143	10/05/23	175.35	01-02-5317 EMS SUPPLIES	ADCuffs and Bladders, Tube		
EMPLOYEE BENEFITS CORP*	4205505	10/15/23	712.25	01-01-5504 CONTRACTUAL SERVICES	C76 - BENNY CARD ADMIN FEE, FSA FEES		
FACTORY MOTOR PARTS CO	52-549199	10/11/23	69.00	01-03-5402 VEHICLE MAINTENANCE	Oil Filters		
FEDEX	8-268-24063	09/27/23	28.03	01-01-5304 POSTAGE & FREIGHT	ACT# 1101-7723-2		
FEDEX	8-275-54605	10/04/23	2.24	01-01-5304 POSTAGE & FREIGHT	ACT# 1101-7723-2		
FEDEX	8-275-54605	10/04/23	33.17	01-12-5304 POSTAGE & FREIGHT	ACT# 1101-7723-2		
GALLAGHER MATERIALS INC*	31135	10/10/23	149.48	09-04-5415 PATCHING MATERIALS	UPM HIGH PERF COLD PATCH		
GASVODA & ASSOCIATES INC	INV23MSR0141CHF	10/10/23	132.30	02-17-5406 BUILDING MAINTENANCE	Gasket and diffuser		
Gericke, Patrick	2nd Qtr 2023	10/13/23	250.00	01-01-5209 POLICE & FIRE COMMISSION	Quarterly Commision Stipend		
GRAINGER	9869193657	10/12/23	51.73	01-04-5319 SMALL TOOLS	Ratcheting Cargo Bar		
Hawkins Inc	6603482	10/15/23	10.00	02-17-5332 COMPRESSED GAS & CHEMICALS	Customer# 283951 Chlorine 150 lb Cylinder		
HELSEL-JEPPERSON ELECTRICAL INC	927214	10/05/23	140.00	01-08-5406 BUILDING MAINTENANCE	USB Chargers/Basement		
Hinz, Susan M.	2nd Qtr 2023	10/16/23	120.00	01-01-5202 CIVIL SERVICE	Quarterly Commission Stipend		
Holewa, Alex*	2nd Qtr 2023	10/16/23	120.00	01-01-5202 CIVIL SERVICE	Quarterly Commission Stipend		
HR Green Inc.	166836	09/14/23	5,281.86	08-00-5412 STREET RESURFACING	#220949 CE&I 2023 Road Program		
ILLINOIS COUNTIES RISK MGMT TRUST*	DED6374236	10/01/23	7,229.00	01-01-5506 LEGAL FEES-REGULAR	221021W003		
ILLINOIS COUNTIES RISK MGMT TRUST*	DED6374237	10/01/23	5,000.00	01-01-5506 LEGAL FEES-REGULAR	221107W013		
ILLINOIS DEPT OF INNOVATION & TECH	T2327365	06/20/23	330.70	01-03-5305 TELEPHONE	Billing Act# T2220910, GUC #600044801 Communication Charges - LEADS - May		
ILLINOIS OFFICE OF STATE FIRE MARSHAL	9678931	05/17/23	190.00	01-04-5406 BUILDING MAINTENANCE	U0227685, U0227686 Wood - Air Tanks State Inspection and Certificate Fees - PW Garage		
ILLINOIS STATE POLICE	20230906335	09/30/23	56.50	01-01-5399 MISC EXPENSE	FEAPP LS10191L32817138 Shaheen Sultana, LS10191L32817139 Devante D Thomas		
INNOCENTI, LAVERGNE	2nd Qtr 2023	10/16/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
INTERNATIONAL SOCIETY OF ARBORICULTURE	183524 2023 J.B.	10/16/23	70.00	01-04-5310 PROFESSIONAL DUES	JAMES BARRETT DUES 183524		
INTERSTATE BATTERY SYSTEM OF CHICAGO*	337206	10/10/23	328.00	01-09-5402 VEHICLE MAINTENANCE	Two Core Batteries for #41		
INTERSTATE BATTERY SYSTEM OF CHICAGO*	337484	10/16/23	158.00	01-03-5402 VEHICLE MAINTENANCE	MTP-65HD		
JOE RIZZA	442548	10/10/23	37.50	01-03-5402 VEHICLE MAINTENANCE	#18 Hose, Jet Kit		
KASPER Jr, GARY	680145	10/12/23	125.00	01-02-5406 BUILDING MAINTENANCE	Examine Maytag Washer, Decline Repair, Expense		

City of Oak Forest

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KENNETH KEELER	22-04-0243	10/17/23	2,500.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	Reimbursement RETAINER REFUND FOR 15150 CICERO REMODEL PERMIT		1023
KIMBALL MIDWEST*	101531476	10/11/23	298.63	02-18-5319 SMALL TOOLS	Drill Bit, Cable Tie, Extractor		
KUSPA, HENRY*	2nd Qtr 2023	10/13/23	1,000.00	01-01-5208 LIQUOR COMMISSIONER	QUARTERLY COMMISSION STIPEND		
LANDS' END BUSINESS OUTFITTERS*	SIN11494154	09/21/23	92.91	01-11-5313 UNIFORMS	Cust# 4068636 Rain Jacket for M. Forbes		
LANGUAGE LINE SERVICES	11109316	09/30/23	10.40	89-00-5305 TELEPHONE	Account # 9020861058 Over-the-Phone Interpretations		
M&A PARTS INC	100302	10/03/23	60.00	01-03-5323 LAW ENFORCEMENT SUPPLIES	Chamber Blocking Devices		
MACKOVITCH, THOMAS	23-08-0962	10/17/23	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15428 RIDGELAND POOL PERMIT		1023
MAHER, CHRISTINA*	10-12-23 Exp Reimb	10/12/23	57.17	01-01-5311 SPECIAL EVENTS	Candy for Community Expo Table Expense Reimbursement		
McCANN INDUSTRIES INC*	P29585	10/16/23	393.45	01-04-5416 CONCRETE REPAIRS	Concrete/Mesh		
MCDONALD'S RESTAURANT*	August 2023 Meals	10/11/23	85.86	01-03-5399 MISC EXPENSE	Prisoner Meals August		
MCDONALD'S RESTAURANT*	July 2023 Meals	10/11/23	179.99	01-03-5399 MISC EXPENSE	Prisoner Meals July		
MCDONALD'S RESTAURANT*	September 2023 Meals	10/11/23	52.33	01-03-5399 MISC EXPENSE	Prisoner Meals September		
MCGRATH, ROBERT	23-09-1066	10/17/23	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6032 AVALON POOL PERMIT		1023
MENARDS - TINLEY PARK	46139	09/25/23	34.93	26-00-5663 159TH & CICERO GATEWAY	Metra Handrailing		
MENARDS - TINLEY PARK	46160	09/25/23	67.92	02-17-5399 MISC EXPENSE	9V, D Batteries		
MENARDS - TINLEY PARK	46196	09/26/23	39.92	01-04-5324 KENNEL SUPPLIES	Litter		
MENARDS - TINLEY PARK	46262	09/27/23	53.82	01-08-5406 BUILDING MAINTENANCE	Mop Heads		
MENARDS - TINLEY PARK	46293	09/27/23	93.76	01-08-5329 JANITOR SUPPLIES	Tyd Bol, Toilet cln, Softsoap, Glass Clnr, Bags, Paper Towels		
MENARDS - TINLEY PARK	46324	09/28/23	20.40	01-04-5324 KENNEL SUPPLIES	Cat Food		
MENARDS - TINLEY PARK	46383	09/29/23	81.85	01-08-5406 BUILDING MAINTENANCE	Blu mask, Drop Cloth, Hole Saws, Tarps, Bits		
MENARDS - TINLEY PARK	46442	09/30/23	289.88	01-02-5406 BUILDING MAINTENANCE	Northville, Finish Discs		
MENARDS - TINLEY PARK	46941	10/10/23	120.94	01-02-5406 BUILDING MAINTENANCE	Hooks, Corner Brace, Snap, Saw Kit, BedBug Killer		
MENARDS - TINLEY PARK	47060	10/12/23	796.98	01-02-5406 BUILDING MAINTENANCE	Whirlpool Top Load Washer		
MENARDS - TINLEY PARK	47065	10/12/23	276.91	01-02-5406 BUILDING MAINTENANCE	Charmin, Paper Towels, Cable Ties, Bags, Cascade, OxiClean		
MILLER, ROBERT	2nd Qtr 2023	10/16/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
MUNICIPAL CLERKS OF S/W Suburbs	2023-2024 Dues	10/16/23	20.00	01-01-5310 PROFESSIONAL DUES	City Clerk Nicole Tormey Dues		
NICOR GAS	52825310007 092523	09/25/23	49.81	02-17-5306 NATURAL GAS	ACT# 52-82-53-1000 7		
NICOR GAS	53302710008 092523	09/25/23	49.19	02-17-5306 NATURAL GAS	ACT# 53-30-27-1000 8		
NICOR GAS	56668823224 092723	09/27/23	52.66	02-17-5306 NATURAL GAS	ACT# 56-66-88-2322 4		
NICOR GAS	94287458411 101023	10/10/23	54.35	02-17-5306 NATURAL GAS	ACT# 94-28-74-5841 1		
NOWOBILSKI CONSTRUCTION	23-05-0388	10/17/23	1,000.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5657 DOVER REMODEL PERMIT		1023
Nyhart / Ascensus	153351DB_202309	09/28/23	4,800.00	01-01-5503 PROFESSIONAL SERVICES	2023 Police Pension Funding and GASB Valuations Customer# 153351DB		
Nyhart / Ascensus	153352DB_202309	09/28/23	4,800.00	01-01-5503 PROFESSIONAL SERVICES	2023 Police Pension Funding and GASB Valuations Customer# 153352DB		
ONSITE COMMUNICATIONS USA INC	52881	10/13/23	230.00	01-04-5403 RADIO MAINTENANCE	Labor, Repair #32 Connection for Kenwood TK-7160 Radio & Truck #10, test both trucks		
O'REILLY AUTO PARTS	3380-496904	10/04/23	385.20	01-04-5402 VEHICLE MAINTENANCE	Westin pro Traxx for #10		
O'REILLY AUTO PARTS	3380-497760	10/12/23	152.07	01-02-5402 VEHICLE MAINTENANCE	#40 Window Reg		

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O'REILLY AUTO PARTS	3380-497858	10/13/23	33.54	01-02-5402 VEHICLE MAINTENANCE	#39 Int Door Handle		
PARK HARDWARE - TINLEY	71558/1	10/16/23	110.95	01-04-5319 SMALL TOOLS	Pliers, Screwdriver Set, Wrench Gear		
Peerless Network Inc	35228	10/15/23	310.22	01-01-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	241.40	01-02-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	558.40	01-03-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	124.09	01-04-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	15.51	01-05-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	54.29	01-10-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	201.64	01-11-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	54.29	01-12-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	354.44	02-17-5305 TELEPHONE	ACT# 1211798		
Peerless Network Inc	35228	10/15/23	77.56	02-18-5305 TELEPHONE	ACT# 1211798		
PITCHER, JULIE*	2nd Qtr 2023	10/16/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
PITCHER, MARK E.*	2nd Qtr 2023	10/16/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
POPOVICH, JACQUELINE	2nd Qtr 2023	10/16/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
PRO-PUMP INC*	23509	10/09/23	13,540.00	02-17-5401 EQUIPMENT MAINTENANCE	Replacement of 60HP pump with 200HP pump	3454	
PROSHRED SECURITY*	1257517	10/04/23	50.34	01-03-5399 MISC EXPENSE	Cust# 48-0000365960 Service 96 Gallon Bin		
PROSHRED SECURITY*	1257526	10/04/23	50.34	01-01-5399 MISC EXPENSE	48-0000367441 Service 64 Gallon Bin		
PROSHRED SECURITY*	1261901	10/11/23	175.00	01-02-5512 OTHER SERVICES	Cust# 48-0000365786 Purge 2 96 Gallon Security Carts		
RCN	420741701-0016466	09/29/23	425.08	01-02-5512 OTHER SERVICES	Account # 0201-4207417-01		
RCN	442590301-0016462	09/27/23	128.80	01-02-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016462	09/27/23	163.20	01-03-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016462	09/27/23	297.49	01-04-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016462	09/27/23	232.19	02-17-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016462	09/27/23	123.32	02-18-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
Rental Max	618389-2	10/13/23	103.04	01-02-5406 BUILDING MAINTENANCE	Rotohammer Drill, Bit Rental		
RKON INCORPORATED*	INV-RI-114048	09/30/23	28,911.06	01-01-5602 COMPUTERIZATION	ExaGRID EX-10	3492	
Ronnie Rice	07-04-24 Entertainment	10/17/23	300.00	01-01-5220 VETERANS COMMISSION	Veterans performance downpayment, need W9 for final payment		
ROTARY CLUB OF OAK FOREST	09-01-23	09/01/23	365.00	01-01-5312 TRAINING & TRAVEL	April-June 2023 Dues, 5 Meals, Installation Dinner; Jan-March 2023 Dues, 6 Meals		
Ryan LLC*	809781	10/04/23	731.25	01-01-5503 PROFESSIONAL SERVICES	Engagement# 585101400.001		
SAM'S CLUB/Synchrony Bank	001723	10/04/23	709.20	01-04-5399 MISC EXPENSE	Cutlery, Liners, Foam Cups, Paper Towels, Tissue, Coffeemate, Towels Rolls, Bowls, Kitchen Bags, Coffee		
SAM'S CLUB/Synchrony Bank	10-08-23 F/C	10/08/23	8.96	01-04-5399 MISC EXPENSE	Finance Charge for late invoice		
SCHROEDER MATERIAL INC*	S1237547	08/16/23	245.00	01-04-5418 LANDSCAPING REPAIRS	Act# OAKF06 PULVERIZED SOIL		
SCHROEDER MATERIAL INC*	S1241540	09/28/23	420.00	01-04-5418 LANDSCAPING REPAIRS	Act# OAKF06 PULVERIZED SOIL		
SECRETARY OF STATE - ILLINOIS	1754 1268 2023-2024	10/31/23	151.00	01-03-5402 VEHICLE MAINTENANCE	#44 E171495 VIN 1FAHP2MK9FG109133		
SECRETARY OF STATE - ILLINOIS	1754 1269 2023-2024	10/31/23	151.00	01-03-5402 VEHICLE MAINTENANCE	#39 E171496 VIN 1FAHP2MK0FG109134		
SELMAN, STELLA T.	2nd Qtr 2023	10/16/23	245.00	01-01-5202 CIVIL SERVICE	QUARTERLY COMMISSION STIPEND		
SEMMER LANDSCAPE LLC	33715	09/29/23	9,778.00	01-04-5510 LAWN CARE	Turf/Slope Mowing, Landscape Services - September		
SIERRA-LOZADA, NICOLE	23-07-0712	10/17/23	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15319 KENTON POOL PERMIT		1023

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SINAL'S CARPET CLEANING*	358	10/14/23	60.00	26-00-5406 BUILDING MAINTENANCE	CLEAN ENTRANCEWAY'S CARPETING-METRA STATION		
SMITTY'S TREE SERVICE	243277	09/14/23	575.00	01-04-5418 LANDSCAPING REPAIRS	Tree Removal Cut to Ground 16456 Laura Ln		
SNIP Society Spay Neuter Illinois Pets	11401	10/05/23	190.00	01-01-5224 FRIENDS OF ANIMAL CONTROL	Oak Forest Animal Control - Sunshine: Canine Spay, Carprofen, Distemper Booster, Rabies Vax, Snap Test		
SOLUTION 3 GRAPHICS INC	143740	10/05/23	1,523.96	02-17-5302 PRINTING	25,000 Waterbill Envelopes #10 Window - Master Run		
SOMMERFELD, ANITA*	2nd Qtr 2023	10/16/23	108.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
SOMMERFELD, HOWARD*	2nd Qtr 2023	10/16/23	233.00	01-01-5203 CONSUMER PROTECTION	QUARTERLY COMMISSION STIPEND		
STANDARD EQUIPMENT CO*	P45896	10/03/23	456.71	01-04-5401 EQUIPMENT MAINTENANCE	Hydraulic Filter, Oil, Filter #45		
STANDARD EQUIPMENT CO*	P46020	10/10/23	611.14	01-04-5401 EQUIPMENT MAINTENANCE	Valve, Hydraulic Oil		
STANDARD EQUIPMENT CO*	P46021	10/10/23	209.47	01-04-5401 EQUIPMENT MAINTENANCE	Filter Head #45		
SWIDERGAL, THOMAS	10-06-23 Exp Reimb	10/06/23	14.29	01-04-5399 MISC EXPENSE	Straw Expense Reimbursement		
THIRD DISTRICT FIRE CHIEF'S ASSN	5296	10/02/23	1,818.00	01-02-5512 OTHER SERVICES	QUARTERLY MABAS 24 DUES & ASSESSMENTS 4TH QTR 2023		
THIRD DISTRICT FIRE CHIEF'S ASSN	5304	10/03/23	125.00	01-02-5512 OTHER SERVICES	Tinley Park Dispatch MABAS 24 Initial Box Alarm Dispatch Fee 09-03-23		
Tower Car Wash of Oak Forest	4640	10/04/23	1,372.00	01-03-5402 VEHICLE MAINTENANCE	January - September Washes		
TRAINING CONCEPTS INC	57318	09/12/23	1,026.00	01-04-5312 TRAINING & TRAVEL	27 Heartsaver CPR eCards		
TRAINING CONCEPTS INC	57477	09/26/23	50.00	01-02-5312 TRAINING & TRAVEL	Instructor Renewal Class for AHA John Mariscal		
TRANSUNION RISK AND ALTERNATIVE	910851-202309-1	10/01/23	130.60	01-03-5399 MISC EXPENSE	Act# 910851		
TRUGREEN LIMITED PARTNERSHIP	183345512	09/18/23	59.25	02-17-5510 LAWN CARE	WATER TOWER LOCKWOOD AVE LAWN SERVICE		
TRUGREEN LIMITED PARTNERSHIP	184260365	10/04/23	133.02	01-08-5510 LAWN CARE	CITY HALL CAMPUS LAWN SERVICE		
TRUGREEN LIMITED PARTNERSHIP	184290278	10/04/23	151.16	01-02-5406 BUILDING MAINTENANCE	FIRE STATION #2 4907 167th ST LAWN SERVICE		
TYLER TECHNOLOGIES INC	130-140482	09/27/23	1,054.74	89-00-5312 TRAINING & TRAVEL	Upgrade NWPS Training		
UChicago Medicine Ingalls Hospital	2023-1012	10/04/23	180.00	01-02-5312 TRAINING & TRAVEL	In-Station Continuing Education Sessions - 3		
VARKALIS, MICHAEL S	20223-2024 Ins Refund	10/05/23	161.99	01-00-2107 INS DEDUCTION PAYABLE	Refund for incorrect billing for Medicare Premium for BCBS Insurance Renewal		
Verizon Wireless	9945096233	09/22/23	61.62	02-17-5305 TELEPHONE	Act# 842475133-00001		
Verizon Wireless	9946454602	10/09/23	997.44	01-01-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	1,147.06	01-02-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	1,767.62	01-03-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	934.28	01-04-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	181.00	01-05-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	24.88	01-09-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	373.13	01-11-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	84.10	01-12-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	192.13	02-17-5305 TELEPHONE	ACT# 980507380-00001		
Verizon Wireless	9946454602	10/09/23	84.10	02-18-5305 TELEPHONE	ACT# 980507380-00001		
VILLARREAL, ANGELA	23-03-0218	10/17/23	500.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5008 155TH CODE UPGRADES PERMIT		1023
WAREHOUSE DIRECT*	5593207-0	10/17/23	10.89	01-02-5301 OFFICE SUPPLIES	Markers		
Warren's Automotive	07-18-23	07/18/23	2,981.59	01-02-5402 VEHICLE MAINTENANCE	3901 Replace engine mounts, steering wheel angle sensor, wheel alignment, transfer ase module & motor, 4-wheel drive switch & wiring repair	3506	

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
WILLE BROTHERS CO*	379522	10/02/23	1,369.00	01-04-5416 CONCRETE REPAIRS	YD 4000 PSI A/E SandStone		
WILLE BROTHERS CO*	379567	10/06/23	883.25	02-17-5416 CONCRETE REPAIRS	Ready Mix Concrete, Chloride, Fuel		
WRIGHT CONCRETE RECYCLING INC*	INV052069	10/02/23	40.00	01-04-5326 LANDFILL	2 - 4 WHEELER CONCRETE DUMPS		
Z-Force Transportation Inc*	23-193585	10/03/23	1,493.76	02-17-5421 MAINTENANCE OF WATER MAINS	CA7 STONE BACKFILL		
Z-Force Transportation Inc*	23-193642	10/05/23	1,518.96	02-17-5421 MAINTENANCE OF WATER MAINS	CA7 STONE BACKFILL		
ZOLL MEDICAL CORPORATION*	3082863 41	10/12/23	1,599.04	01-02-5609 EMERGENCY MEDICAL EQUIPMENT	Cust# 125759 X Series Monitor/Defibrillators w/Interp. ECG, Pacing, Nibp, Spo2, Spco, CPR Expansion Pack, Etco2, Dmst - 60 Monthly Payments #41	1757	
Grand Totals:		264	212,134.66				



NOTICE AGENDA ITEM

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D CONSTRUCTION INC	D CONSTRUCTION INC	2300078.1	120928	10/17/23	1,026,703.16	08-00-5412	STREET RESURFACING	2023 MFT Road Program Pay Estimate No. 1	1023
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	112-4313137-3418603	1066798	M 08/09/23	63.99	01-01-5301	OFFICE SUPPLIES	Legal File Pocket Folders - N.T.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	112-1594146-1414647	1066799	M 08/10/23	30.95	01-01-5301	OFFICE SUPPLIES	Granola Bars, Note Pads - N.T.	0823
FIFTH THIRD BANK CREDIT CARD 1204	LinkedIn Corporation	8572992876	1066800	M 08/10/23	171.62	01-12-5309	COMMUNITY ADVERTISING	Community Development Director Position Ad - C.M.	0823
FIFTH THIRD BANK CREDIT CARD 1204	ORIGINAL PANCAKE HOUSE	230811-03-41	1066801	M 08/14/23	165.44	01-01-5312	TRAINING & TRAVEL	Breakfast with Fritz, Kagle & Mayor - T.K.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	114-1949433-5881817	1066802	M 08/14/23	59.00	01-01-5301	OFFICE SUPPLIES	Coffee Creamer, Tea - N.T.	0823
FIFTH THIRD BANK CREDIT CARD 1204	STARBUCKS	721214	1066803	M 08/17/23	20.00	01-01-5311	SPECIAL EVENTS	City Hall Selfie Day Prize - C.M.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Jack Frost Ice Cream	045276	1066804	M 08/17/23	20.00	01-01-5311	SPECIAL EVENTS	City Hall Selfie Day Prize - C.M.	0823
FIFTH THIRD BANK CREDIT CARD 1204	MCDONALD'S RESTAURANT*	1363	1066805	M 08/17/23	20.00	01-01-5311	SPECIAL EVENTS	City Hall Selfie Day Prize - C.M.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Dunkin' - Baskin-Robbins'	8576	1066806	M 08/17/23	20.00	01-01-5311	SPECIAL EVENTS	City Hall Selfie Day Prize - C.M.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Nicky V's	1246	1066807	M 08/17/23	20.00	01-01-5311	SPECIAL EVENTS	City Hall Selfie Day Prize - C.M.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Clover's Bar & Grill	082423	1066808	M 08/28/23	40.33	01-12-5312	TRAINING & TRAVEL	Lunch Meeting Development CA Kristin Desche - T.K.	0823
FIFTH THIRD BANK CREDIT CARD 1204	SpotHero	69087966	1066809	M 09/04/23	15.83	01-12-5312	TRAINING & TRAVEL	Parking Pass 172 W. Madison - Community Dev. Dept. - P.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	Adobe	52704873247700710144617	1066810	M 09/04/23	79.99	01-01-5503	PROFESSIONAL SERVICES	Adobe Stock - 40 Assets a Month - C.M.	0923
FIFTH THIRD BANK CREDIT CARD 1204	GOVERNMENT FINANCE OFFICERS ASSN	768613	1066811	M 09/07/23	35.00	01-01-5312	TRAINING & TRAVEL	Government Finance Officers Assoc - Interactive LMS Virtual Training - C.J.	0923
FIFTH THIRD BANK CREDIT CARD 1204	GOVERNMENT FINANCE OFFICERS ASSN	090623	1066812	M 09/07/23	225.00	01-01-5310	PROFESSIONAL DUES	Government Finance Officers Assoc - Renewal Fees - C.J.	0923
FIFTH THIRD BANK CREDIT CARD 1204	HOME DEPOT	WM44448020	1066813	M 09/28/23	639.79	01-03-5607	BUILDING IMPROVEMENTS	Office Desk/laptop table, online order shows total as \$631.38, unknown fee added. J.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	111-9783711-0548266	1066814	M 08/21/23	199.96	01-03-5301	OFFICE SUPPLIES	4 Seagate Portable Drives - T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	111-9572090-7423402	1066815	M 08/18/23	155.97	01-03-5301	OFFICE SUPPLIES	3 Crucial RAM 32GB Kits - T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	111-5436361-6908227	1066816	M 08/21/23	19.95	01-02-5301	OFFICE SUPPLIES	Altru Print Roller Kit for HP Laserjet P2035 T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	111-4855395-6768267	1066817	M 08/18/23	54.98	01-01-5301	OFFICE SUPPLIES	Fargo 45000 Color Ribbon - T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	111-7831143-9805017	1066818	M 08/18/23	116.88	01-02-5301	OFFICE SUPPLIES	Fuser Unit for Frother MFC - T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	111-9714156-5628269	1066819	M 08/24/23	169.00	01-01-5301	OFFICE SUPPLIES	Shure Beta 58A Microphone - T.R. Returned	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	111-9714156-5628269							

M = Manual Check, V = Void Check

Vendor	Merchant Name	Invoice #	Check #	Check Dt	Amount	GL Account	Account Descrip.	Gen Description	FY
		PURCHASE	1066820	M 08/24/23	169.00	01-01-5301	OFFICE SUPPLIES	Shure Beta 58A Microphone - T.R. Original Purchase	0823
FIFTH THIRD BANK CREDIT CARD 1204	RACKSPACE EMAIL AND APPS	10722983	1066821	M 08/24/23	50.00	01-02-5404	COMPUTER MAINTENANCE	Rackspace - Fire Dept. E-mails Accounts - T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Hootsuite Inc	2071923304	1066822	M 08/16/23	588.00	01-01-5404	COMPUTER MAINTENANCE	HOOTSUITE INC - T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	ESRI/ENVIRONMENTAL SYSTEMS RE*	4487877	1066823	M 09/07/23	3,155.63	89-00-5404	COMPUTER MAINTENANCE	ESRI/Environmental Systems Research Institute ARCGIS Pro License PO 3489 was not for Credit Card - T.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	Shure	SHU9116351	1066824	M 09/08/23	438.80	01-10-5604	MISC EQUIPMENT	Shure BLX2/SM58 Wireless Microphone - T.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	112-3997094-7002663	1066825	M 08/31/23	83.99	01-04-5401	EQUIPMENT MAINTENANCE	6pk Heavy Duty Grasshopper Blades - J.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	AMAZON CAPITAL SERVICES INC*	114-5915351-4785026	1066826	M 08/24/23	45.32	01-11-5301	OFFICE SUPPLIES	4 Box Nitrile Gloves - M.P.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Microsoft Store	4659433829	1066827	M 08/24/23	548.90	01-01-5404	COMPUTER MAINTENANCE	Repairs done on Building Dept. Surface Pro - T.R.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Minuteman Press of Orland Park	17492	1066829	M 09/12/23	225.14	01-03-5302	PRINTING	500 3-part forms - Citation and Notice	0923
FIFTH THIRD BANK CREDIT CARD 1204	CHICAGO SOUTHLAND CONVENTION & VISITORS	2HY58835H53213108	1066830	M 09/12/23	70.00	01-12-5312	TRAINING & TRAVEL	2023 annual Meeting & Awards Luncheon - C. Maher & P. Ruane via Paypal	0923
FIFTH THIRD BANK CREDIT CARD 1204	COOK COUNTY CLERK'S OFFICE	168517769	1066831	M 09/11/23	74.53	01-01-5399	MISC EXPENSE	Recording 2325115011 P.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	SpotHero	69382608	1066832	M 09/11/23	15.83	01-12-5309	COMMUNITY ADVERTISING	SpotHero 172 W Madison St Garage County Recorder - P.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	PARKING METERS	090823	1066833	M 09/11/23	5.06	01-12-5312	TRAINING & TRAVEL	Parking Meter Expense - P.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	Kuma's Corner	040531	1066834	M 09/11/23	40.39	01-12-5312	TRAINING & TRAVEL	Kuma's Corner Lunch - P.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	Federal Aviation Administration	349M3EH	1066835	M 09/25/23	5.00	01-04-5310	PROFESSIONAL DUES	Old PD Yuneec Typhoon H Drone Registration - J. Robinson	0923
FIFTH THIRD BANK CREDIT CARD 1204	Federal Aviation Administration	349M3M4	1066836	M 09/25/23	5.00	01-04-5310	PROFESSIONAL DUES	M300 KJI Matrice 300 Drone Registration - J. Robinson	0923
FIFTH THIRD BANK CREDIT CARD 1204	Don Monaco	152482	1066837	M 10/04/23	192.20	01-12-5312	TRAINING & TRAVEL	Lunch Meeting Development P.R.	1023
FIFTH THIRD BANK CREDIT CARD 1204	Adobe	52704873277700743564461	1066838	M 10/05/23	79.99	01-01-5503	PROFESSIONAL SERVICES	Adobe Stock - 40 Assets a Month - C.M.	1023
FIFTH THIRD BANK CREDIT CARD 1204	Fairfield by Marriott Effingham	89732	1066839	M 08/10/23	709.29	01-04-5312	TRAINING & TRAVEL	Fairfield by Marriott - Training J.P.	0823
FIFTH THIRD BANK CREDIT CARD 1204	Amazon Woot	80587095	1066840	M 09/11/23	4,249.92	01-03-5114	DEPARTMENT HEADS	Amazon Woot - 8 Refurbished PCs for Report Writing Room - T.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	RACKSPACE EMAIL AND APPS	10789737	1066841	M 09/25/23	50.00	01-02-5404	COMPUTER MAINTENANCE	Rackspace - Fire Dept. E-mails Accounts - T.R.	0923
FIFTH THIRD BANK CREDIT CARD 1204	Shure	SHU9116351 CR	1066842	M 09/11/23	25.81	01-10-5604	MISC EQUIPMENT	Shure Beta 58A Microphone - T.R. Tax Refund	0923
FIFTH THIRD BANK CREDIT CARD 1204	Shine Micro	N230918COF01	1066843	M 09/19/23	789.79	01-01-5602	COMPUTERIZATION	Shine Micro Replacement Antenna for Damaged one at Briar Tower for Sensus	0923
FIFTH THIRD BANK CREDIT CARD 1204	Wondershare Giyastar Limited	INV23290000050U	1066844	M 10/03/23	111.50	01-03-5404	COMPUTER MAINTENANCE	Wondershare VBroadcast Co File Repair Tool - T.R.	1023

City of Oak Forest

Supplemental List-of-Bills October 24, 2023 FY2023-2024

Page: 3

Check Issue Dates: 5/1/2023 - 10/19/2023

Oct 18, 2023 09:46AM

Vendor	Merchant Name	Invoice #	Check #	Check Dt	Amount	GL Account	Account Descrip.	Gen Description	FY
FIFTH THIRD BANK CREDIT CARD 1204	Wondershare Giyastar Limited	INV23290000051U	1066845	M 10/04/23	111.50	01-03-5404	COMPUTER MAINTENANCE	Ondershare Gyastar Limited Image Recovery Tool - T.R.	1023
FIFTH THIRD BANK CREDIT CARD 1204	Etsy	3014464855	1066846	M 09/19/23	127.60	01-01-5311	SPECIAL EVENTS	Etsy Social Media Cutout Photo Frams 24" x 36" - C.M.	0923
FIFTH THIRD BANK CREDIT CARD 1204	LinkedIn Corporation	8678255526	1066847	M 09/11/23	180.23	01-01-5308	ADVERTISING	LinkedIn Economic & Community Development Director	0923
FIFTH THIRD BANK CREDIT CARD 1204	LinkedIn Corporation	8784954616	1066848	M 10/06/23	161.00	01-01-5308	ADVERTISING	LinkedIn Economic & Community Development Director	1023
FIFTH THIRD BANK CREDIT CARD 1204	COOK COUNTY CLERK'S OFFICE	168519451	1066849	M 09/11/23	176.63	01-01-5503	PROFESSIONAL SERVICES	Cook County Recorder of Deeds Chicago IL Recordings - P.R.	0923
ILLINOIS MUNICIPAL RETIREMENT FUND	ILLINOIS MUNICIPAL RETIREMENT FUND	30374	1066828	M 10/19/23	64,656.09	01-00-2104	IMRF W/H PAYABLES	SEPTEMBER CONTRIBUTIONS	1023
Village of Oak Lawn Regional Water Sys*	Village of Oak Lawn Regional Water Sys*	September 2023	19670	10/13/23	264,204.82	02-17-5525	WATER PURCHASES	Water Purchase Gallons = 51,522	1023
Grand Totals:					1,370,004.18				

Consumer Protection Minuets

Oct. 11, 2023

Chair: (Howard Somerfeld) Secretary:(Lavergne Innocenti)

Commissioners : Robert Miller, Anita Somerfeld, Jacqueline Popovich, Mark Pitcher, and Julie Pitcher.

Old Business: We were able to get some help from the village. They will be posting our Commission on cable. We will now have the residents send in their complaints by E-mail. We will then be able to see if we can help them with their complaint.

New Business: None.

Meeting ended at 8:30

Next Meeting: Nov. 8, 2023 at 7:30 pm.

Minuets taken by Lavergne Innocenti (Secretary)

CITY OF OAK FOREST

Veterans Commission

Meeting

Thursday, September 21, 2023 – 7:30 p.m.

Blue Room – Conference Room



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

CHAIRMAN: (A) Joe Pilch
LIAISON: (A) Alderman Paul Selman
MEMBERS: Christopher Adams
Ralph Chichester
Dennis Mitzner
Dave Moore
Tom O'Neill
(A) John Perales
(A) Jim Pioth
(A) Don Snedden
(A) Jim Watson
Richard Wojotowicz

Honorary Member:

Guest:

1. Pledge of allegiance
2. Roll Call
3. Approval of Minutes
 - Minutes not approved because thought was no quorum.
 - Approval of the August minutes by _____ 2nd by _____.
 - All members present approved.
4. Liaison to the City Report Paul Selman:
 -
5. Old business:
 - Joe checking with PW about burning flags at PW area. No Date yet.
 - Planning for Independence Day 2024 (July 4th) picnic and concert at Park District Pavilion behind main Park District building.
 - Below is check list of things to be done:
 - Need to incorporate Operation Gratitude or Manteno Veterans Home into Independence Day event July 4th.

CITY OF OAK FOREST

Veterans Commission

Meeting

Thursday, September 21, 2023 – 7:30 p.m.

Blue Room – Conference Room



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

-
- Need to schedule military vehicles around the area for display.
 - Need someone to contact food truck vendors. Dennis asked Jack Frost to attend. Paul contacted Nick V's.
 - Need at least four Port-a-potties, 1 handicapped accessible and 3 others plus handwash station.
 - Parking would be in front of Park District, on Long Ave. and soccer practice fields.
 - Hang Veterans Banners and American Flag on backside of pavilion. Chris.
 - Need MC of the event. Dennis Mitzner volunteered.
 - Handout challenge coins, pens, luggage tags etc. Everyone.
 - Specifications for fireworks have been finalized by the City Administrator and will be posted to the City website for quotes in October. We're going to have fireworks and everyone will know about it soon.
 - Does the Commission accept the quote from FreeByrd to play at The 2024 Independence Day Celebration? Including sound, sound man and 1-1/2 music on the 4th (maybe a little longer to fireworks) \$2,400 covers everything. **Everyone is onboard with this group.**
 - Paul has spoke to Nick V. about bringing a food truck. He is checking his schedule, but seemed excited about working so close to home.
- Veterans Birthday sign placement has been assigned to commission members. I believe we are up to date in placing signs.

6. New business

- St. Damian had listed veterans in one of their bulletins. We would like to know how to contact them
- Discussion on Wreaths Across America, donating to the Manteno Veterans Home and Scams against Veterans

7. Once around the Table

Each member shares any information for Veterans.

8. Adjournment

Our next meeting is Thursday October 19, 2023 at 19:30 in [the Blue Room](#).

CITY OF OAK FOREST

Veterans Commission

Meeting

Thursday, September 21, 2023 – 7:30 p.m.

Blue Room – Conference Room



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

Dates and times could change with approval of committee.

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 – September 21

- [46 BC Julius Caesar](#) celebrates first of four triumphal processions in Rome - over Gaul, Egypt, Pontus and Africa with leader of the Gauls Vercingetorix led in chains
 - [1621 King James I](#) of England gives Sir William Alexander a royal charter for colonisation of Nova Scotia
 - [1792 French Revolution](#): The National Convention passes a proclamation announcing the formal abolition of the French monarchy
-
- [1898](#) Empress Dowager Cixi seizes power and ends the Hundred Days' Reform in China, imprisoning the Guangxu Emperor



Stonehenge

[1915](#) Cecil Chubb buys English prehistoric monument [Stonehenge](#) for £6,600

CITY OF OAK FOREST

Veterans Commission

Meeting

Thursday, September 21, 2023 – 7:30 p.m.

Blue Room – Conference Room



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

-
- [1922](#) US President [Warren G. Harding](#) signs a joint resolution of approval to establish a Jewish homeland in Palestine
 - [1936](#) Spanish fascist junta names [Francisco Franco](#) to Generalissimo and Supreme Commander
 - [1949](#) Chinese Communist leaders proclaim the People's Republic of China
-

Trivia:

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

August Question Answer:

Q. This one's a little bit hairy: the Spanish for "little war" gave us what G-word term for a type of warfare in which small groups of fighters take on larger and less mobile military?

Answer: Guerilla

September Question:

Q. On December 1st, 1959, a dozen nations around the world signed a treaty declaring which chilly continent a no-military zone that would be used mainly for scientific research?

Answer:

A.

PROCLAMATION NO. 2023-10-0299P
RECOGNIZING OLIVIA MAXEY
FOR ACHIEVING THE RANK OF EAGLE SCOUT

- WHEREAS,** Olivia Maxey joined Venturing Crew 422 in August 2019. Venturing is an inclusive program through the Boy Scouts of America for males and females aged 14-20. The program is operated through Venturing Crews, which meet regularly to plan activities and events; and
- WHEREAS,** Olivia has held various officer positions, including quartermaster, assistant senior patrol leader, senior patrol leader, vice president of communication, and vice president of administration. She currently serves as president; and
- WHEREAS,** Olivia is a founding member of Troop 422, Crew 422's sister unit; and
- WHEREAS,** Thanks to her love of learning and serving others, Olivia has participated in the Boy Scouts of America's National Youth Leadership Training program three times; and
- WHEREAS,** Olivia is a member of the Order of the Arrow, scouting's national camping honor society, which recognizes scouts who best exemplify the Scout Oath and Law in their daily lives; and
- WHEREAS,** As part of her Eagle Scout Project, Olivia held a diaper and wipe drive for Making a Kid Smile, an organization that supports foster children, parents and organizations; and
- WHEREAS,** In her spare time, Olivia enjoys playing the cello and trombone, reading, playing games, and spending time with her cats; and
- WHEREAS,** Olivia will attend Brigham Young University in Idaho in January and will be majoring in psychology with a focus in school counseling.

NOW, THEREFORE, BE IT RESOLVED THAT I, Henry L. Kuspa, Mayor, and the Oak Forest City Council hereby recognize Olivia Maxey for achieving the rank of Eagle Scout, thank her for her contribution to Making a Kid Smile, and wish her success in all her future endeavors.

PASSED THIS 24th DAY OF OCTOBER 2023

Henry L. Kuspa, Mayor

ATTEST

Nicole Tormey, City Clerk



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: OCTOBER 24, 2023
TO: CITY COUNCIL
FROM: MAYOR HENRY L. KUSPA
SUBJECT: ORDINANCE 2023-10-1001O CLASS F LIQUOR LICENSE FOR 151 OAK FOREST INC.,
15103 S. CICERO AVENUE

Background

Attached for City Council review and concurrence is Ordinance 2023-10-01001O changing ownership of a Class F Liquor License in the City of Oak Forest. The property has an existing Class F liquor license. The previous tenant has moved on and a new tenant is now taking over the operations of the store.

The business currently operates under the following hours:

Sunday: 8:00 AM – 11:00 PM
Monday: 8:00 AM – 11:00 PM
Tuesday: 8:00 AM – 11:00 PM
Wednesday: 8:00 AM – 11:00 PM
Thursday: 8:00 AM – 11:00 PM
Friday: 8:00 AM – 11:00 PM
Saturday: 8:00 AM – 11:00 PM

The liquor license code requires that no alcohol sales shall be allowed until:
9:00 AM on Sunday

CITY OF OAK FOREST

ORDINANCE NO. 2023-10-10010

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

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. 2023-10-1001O

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

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

shall be and is hereby adopted as follows:

Section 1. LICENSE.

The number of Class F liquor licenses authorized by Chapter 111.51(A) of the City of Oak Forest Code to authorize the issuance of a liquor license for 151 Oak Forest, Inc. at 15103 S. Cicero Avenue, Oak Forest, IL 60452, in accordance with the Oak Forest City Code.

Section 2. PROVISIONS.

Approval is conditioned on provisions of Chapter 111 of the Oak Forest Municipal Code, particularly noting Section 111.47, Issuance of Liquor Licenses and Section 111.50, Liquor License Classifications.

Section 3. INVALIDITY.

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

Section 4. REPEALER.

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

Section 5. EFFECTIVE DATE.

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

ADOPTED

This _____ Day of _____, 2023

APPROVED By Mayor

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				



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: OCTOBER 24, 2023
TO: MAYOR KUSPA, CITY COUNCIL
FROM: PAUL RUANE, COMMUNITY PLANNER

SUBJECT: APPROVAL OF AGREEMENT No. 2023-10-0310A AUTHORIZING AN AGREEMENT WITH INSTITUTE FOR WORK & THE ECONOMY FOR REDISTRICTING AND DEVELOPMENT OF A NEW OAK FOREST ELECTORAL WARD MAP

Background

In mid-2023 staff recognized issues with discrepancies between the existing ward maps and the current boundary maps of Oak Forest. The existing map for the wards was last completed in 1999. The State of Illinois law requires review of the wards every ten years to confirm that the districts are being separated as equal as possible.

Based on the rough calculations of census data provided through geographic information system (GIS) data the following result were found:

<u>Wards</u>	<u>Population</u>	<u>Percent of Population</u>
Ward 1:	4,717	(17.2%)
Ward 2:	4,188	(15.3%)
Ward 3:	3,396	(12.4%)
Ward 4:	3,291	(12.0%)
Ward 5:	4,099	(15.0%)
Ward 6:	3,185	(11.7%)
Ward 7:	4,455	(16.3%)
Total:	27,331	

Looking at this data shows you that there is a large gap between Ward 1 and Ward 6. With a range of over five percent there is a gap that needs to be closed. Due to annexation and development over the last 24 years it's not surprising that the numbers have fluctuated.

With the help of the consultant we will plan to bring the City Council the updated findings and proposed new Oak Forest Wards Map.

Recommendation

Institute for Work & the Economy was highly recommended to the City from our attorney. The two have partnered on a project where they created the first ward maps for Skokie.

Action Requested

Approval of Ordinance No. 2023-10-0310A granting the agreement.



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

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

Klein, Thorpe & Jenkins, Ltd.

DD 312 771 4875
sfuhler@ktjlaw.com

www.ktjlaw.com

MEMORANDUM

TO: Tim Kristin
City Administrator
City of Oak Forest

RE: Consideration of Census Data
City Wards

FROM: Klein, Thorpe & Jenkins, Ltd.

June 12, 2023

Illinois law requires consideration of decennial census data, once available, relative to the configuration and population of the wards in a municipality. The 2020 Census may reveal a change in the population of a municipality. Mandated after each national census every ten years, the city council must determine whether population changes require it to redraw its ward boundaries. For municipalities divided into wards or districts, population increases or decreases, and shifts between wards within the city, may require consideration of changes to the number of wards and ward boundaries.

Illinois municipalities divided into wards or districts (generally) are divided based on population and the demographics of the population in the City. Under Illinois law (subject to change by referendum), municipalities that are divided into districts are required to be divided as nearly equal in population, and as compact and contiguous, as practicable. Under federal law, to equalize voting power for voters, the principle of “one person, one vote” applies to actions and decisionmaking to establish wards/districts. Municipalities that are divided into districts or wards, which experience a significant change or shift in their population based on the results of the decennial census (the most recent 2022), can be required to redistrict to comply with the “one person, one vote” principle. The “one person, one vote” principle and the Federal Voting Rights Act of 1966 require equality in voting power and prohibit voting discrimination due to the manipulation of election districts to dilute the voting power of one group to boost the power of another group. There are statutory formula established for alderman due to population. However, by referendum a City alter the number of alderman.

Illinois Municipal Code Redistricting Requirements

- Wards shall be as nearly equal in population;
- Shall be of compact and contiguous territory, as much as practicable;
- As far as practicable, no precinct shall be divided between 2 or more wards.

- This redistricting shall be completed not less than 30 days before the first day set by the general election law for the filing of candidate petitions for the next succeeding election for city officers.

However, this requirement only requires wards/districts to be as equal, compact and contiguous as possible, it does not require mathematical or absolute geographic certainty or perfection. In conclusion, the general State regulations continuously apply to all Illinois municipalities regardless of their form of government. Therefore, if a municipality's population changes or shifts dramatically, it is required to redistrict its wards/districts to meet the state requirements mentioned above. In addition, redistricting must be completed at least 30 days before the filing of candidate petitions for the next succeeding election for city officers.

In addition, and subservient to the three principles set forth above, the City Council can take into account more traditional redistricting principles, including (a) municipal, township, county, and other political subdivision boundaries; (b) preserving communities of shared interests; (c) maintaining the core populations of prior districts; and (d) protecting incumbents and their relationships with their constituents.



September 22, 2023

Mr. Paul Ruane
City of Oak Forest

RE: Oak Forest Ward Map Project

Dear Mr. Ruane:

Thank you for the opportunity to present our proposal to assist in revising Oak Forest's Ward map. I bring more than 40 years of experience in districting and redistricting, most recently working with the Cook County Board of Commissioners on the 2021 map and this year assisting Skokie on its first map.

A revised map may be developed for and concluded by the Oak Forest City Council within two months of the start. Adherence to federal and state constitutions and statutes governing voting rights and elections is paramount, as is public transparency.

The process will kick off with consultations with City staff on changes in the City's boundaries and populations since the last redistricting. The next phase is to prepare a draft map, again in consultation with appropriate City officials, that will be brought to the City Council. "Consultation" may include a City Council workshop. Finally, we envision the proposal to the City Council to be accomplished in two steps. One is a formal presentation to the City Council where amendments may be addressed. The second is a final decision by the City Council. I will attend all public meetings unless directed otherwise.

This project will be done under the auspices of the Institute for Work & the Economy at a flat fee of \$11,475. The City must also secure a one-year license for Maptitude, a software package used in redistricting costing \$695, and provide a suitable laptop. The laptop will be returned at the conclusion of the project. We propose payments in three increments: \$3,000 at the time of the agreement, \$3,000 at the time the draft map is completed, and the balance at the conclusion of the project.

The Institute's team is comprised of Evan Breedlove, Institute Fellow and GIS expert, and me.

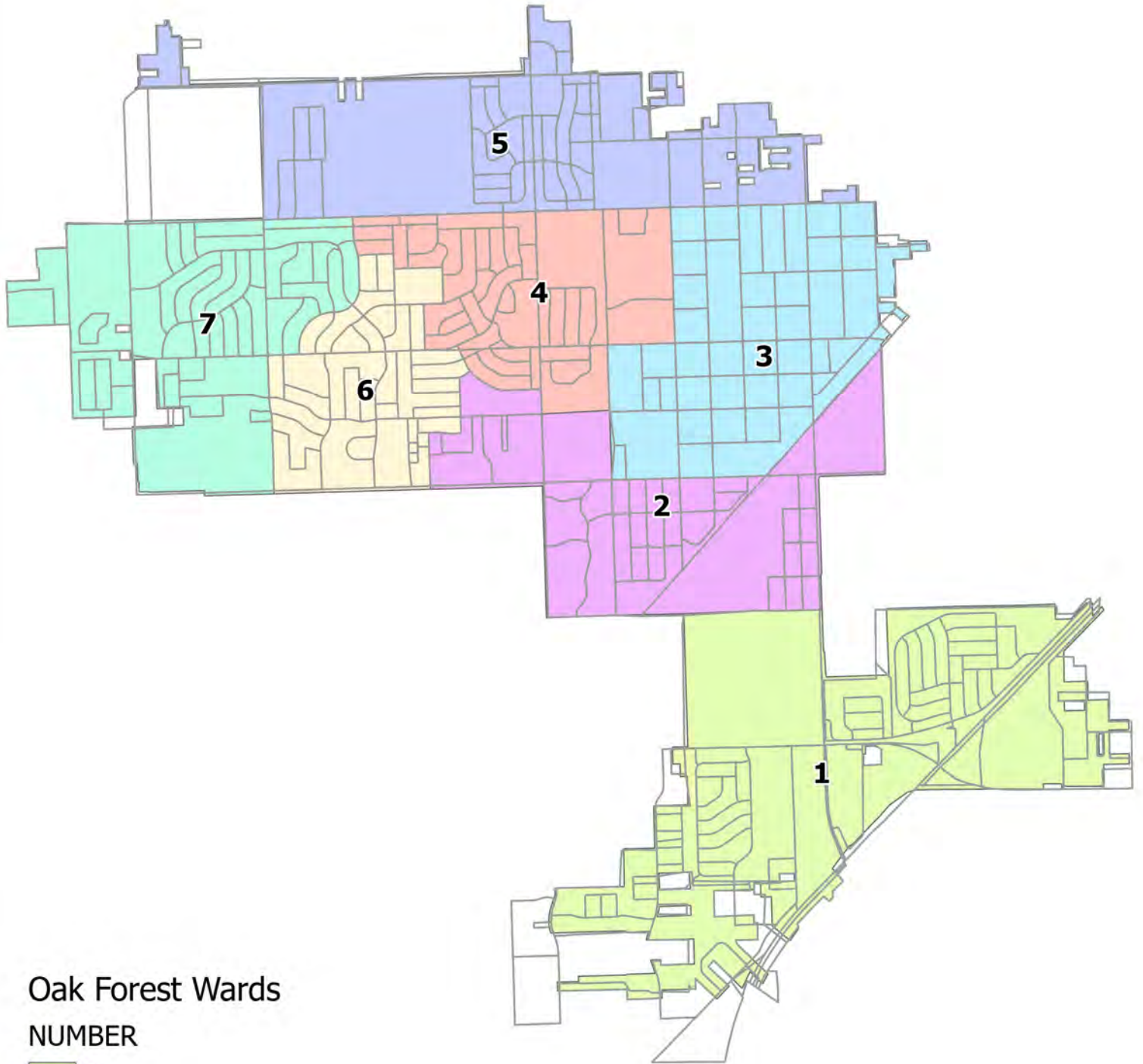
I'm happy to answer your questions and make any necessary adjustments to this proposal.

Very truly yours,

Peter A. Creticos, Ph.D.
President and Executive Director

Cc. Evan Breedlove

Population by Ward in Oak Forest with Census Block Boundaries



Oak Forest Wards

NUMBER

- 1
- 2
- 3
- 4
- 5
- 6
- 7

Ward	Population
1	4717
2	4188
3	3396
4	3291
5	4099
6	3185
7	4455



October 12, 2023

City of Oak Forest

RE: Oak Forest Ward Map Project

To the City Council of Oak Forest:

The Institute for Work & the Economy proposed to prepare a revised map of City Council Districts for the City of Oak Forest. The map will conform to all federal and state constitutions and laws pertaining to single-member representative districts, and our processes will be consistent with best redistricting practices, including public transparency. The project will commence upon the approval of both parties below. The project will be completed by January 9, 2024, or upon approval of a map by the Oak Forest City Council.

The process will kick off with consultations with City staff on changes in the City's boundaries and populations since the last redistricting. The next phase is to prepare a draft map, again in consultation with appropriate City officials, that will be brought to the City Council. "Consultation" may include a City Council workshop. Finally, we envision the proposal to the City Council to be accomplished in two steps. One is a formal presentation to the City Council where possible amendments may be addressed. The second is a final decision by the City Council. I will attend all public meetings unless directed otherwise.

Cost and requirements: This project will be done under the auspices of the Institute for Work & the Economy at a flat fee of \$11,475. The City must also secure a one-year license for Maptitude, a software package used in redistricting costing \$695, and provide a suitable laptop. The City will download and install the software package on the laptop. The laptop will be returned to the City at the conclusion of the project.

Flat fee payable to the Institute:	\$11,475
Maptitude software package:	\$695
Total cost of the project:	\$12,170.

Schedule: This project will be concluded by January 9, 2024. This may be adjusted to accommodate meetings of the City Council, the requirements of the Open Meetings Act, the forthcoming holidays, and City practices governing community participation. This is well within the time the County Clerk requires to prepare for the next City election.

We propose payments in three increments: \$3,000 at the time of the agreement, \$3,000 at the time the draft map is conveyed to the City Council, and the balance at the conclusion of the project.

The Institute's team is comprised of Evan Breedlove, Institute Fellow and GIS expert, and me.

Agreed:



Peter A. Creticos, Ph.D.
President and Executive Director

October 12, 2023

City of Oak Forest

Print Name and Title

Date



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: OCTOBER 24TH, 2023
TO: MAYOR HENRY L. KUSPA, CITY COUNCIL
FROM: TIMOTHY J. KRISTIN

SUBJECT: APPROVAL OF RESOLUTION 2023-10-0448R 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 Oak Forest City Council previously executed a purchase and sale agreement with the ownership of 15229 S. Cicero Ave on July 25, 2023 in the form of a resolution No. 2023-07-0441R. This subsequent approval amends the first purchase and sale agreement to acquire the property as a deed in lieu of foreclosure. The \$50,000.00 purchase price remains intact from the original contract. This change to the originally executed purchase and sale agreement allows the City of Oak Forest to acquire the property and clear all delinquent property taxes from the previous owner. In addition, the amendment allows the City Administrator to execute any and all documents related to the closing for the property.

Action Requested

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

RESOLUTION NO. 2023-10-0448R

**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:

ALDERMAN	YES	NO	ABSTAIN	ABSENT
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				
TOTAL				

APPROVED by the Mayor this __ day of _____, 2023:

Henry L. Kuspa
Mayor

ATTEST:

Nicole Tormey
City Clerk

REAL ESTATE CONTRACT
(15229 Cicero Avenue, Oak Forest, Illinois)

THIS REAL ESTATE CONTRACT (the "**Contract**") is made as of the Effective Date (as defined in Paragraph 27 hereof) between the Titleholder of Record (the "**Transferor**") (as set forth on paragraph 16A hereof) and the **CITY OF OAK FOREST**, an Illinois municipal corporation (the "**Transferee**").

AGREEMENT:

1. **THE TRANSFEREE 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. **PROPERTY TRANSFER.** The Transferor agrees to convey to Transferee, and Transferee agrees to take title to the property described below, by deed in lieu of foreclosure, upon the terms and conditions set forth in that agreement for deed in lieu of foreclosure, attached hereto and made a part hereof as **Exhibit A** (the "Deed In Lieu Agreement") and pursuant to the additional terms and conditions of this Contract. The property to be conveyed pursuant to said Deed In Lieu Agreement is legally described as follows:

PARCEL 1:

LOT 9 IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOT 8 EXCEPT EAST 28.74 FEET IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 3:

LOTS 10 AND 11 IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452

PIN(s): 28-15-104-010-000

28-15-104-019-0000
28-15-104-032-0000
28-15-104-040-0000

(the "Property").

3. **SUPPLEMENTAL CONSIDERATION.** The consideration by and between Transferor and Transferee for the Deed In Lieu Agreement is based on the multiple liens now due and owing on the Property. In conjunction with the Deed In Lieu Agreement, Transferee agrees to a payment in the amount of Fifty Thousand Dollars (\$50,000.00) related to certain property costs and environmental remediation expenses previously expended and incurred by Transferor on the Property. With the contemporaneous satisfaction of the terms and conditions of this Contract, Transferor agrees to execute the Deed In Lieu Agreement to cause the conveyance of title to the Property to Transferee at closing. Transferee shall pay to Transferor, in good and available funds by wire transfer or cashier's check, the supplemental consideration, plus or minus prorations as provided herein.

4. **CLOSING DATE.** The closing (the "**Closing**") on the contemplated Property conveyance shall take place on a date as mutually agreed by the Parties within 30 days of the Effective date (the "**Closing Date**"), provided all other timelines and contingencies, including paragraphs 9 and 18, are first met herein. 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.

5. **RIGHT TO EVALUATION AND ENVIRONMENTAL INSPECTION.** Transferee has completed an environmental assessment of the Property. The Transferor has provided all documents and information in Transferor'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.

6. **TRANSFEROR DELIVERIES.** The Transferor shall deliver to Transferee the following documents, studies, reports and other items within the Transferor's control within ten (10) business days after the Effective Date: all documents identified in paragraph 5 hereinabove, 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, Transferor shall also provide to the Transferee disclosure of any unwritten leases or tenancies on the Property.

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

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

9. **TITLE INSURANCE.** Transferor shall, within thirty (30) days of the Effective Date and at Transferee's expense, obtain and submit to the Transferee, 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 exceptions permitted and accepted by Transferee. Transferor agrees to provide the Transferee, 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 Transferee (the "**Unpermitted Exceptions**"), Transferee 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. Transferee shall provide Transferor with an objection letter (the "**Transferee's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Transferee. Transferor shall have seven (7) days from the date of receipt of the Transferee's Objection Letter ("**Transferor'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 Transferor fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Transferee 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 Transferor within ten (10) days after Transferee's receipt of Transferor'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 Transferee shall pay the cost for any later date title commitments, and Transferee shall pay for the cost of the later date to its Proforma Title Policy.

10. **SURVEY.** Transferee shall within ten days of the Effective Date and at Transferee' cost and expense, obtain and provide 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."

11. **DEED.** Transferor shall convey fee simple title to the Property to Transferee, by a recordable Warranty Deed in Lieu of Foreclosure (the "**Deed**"), subject only to any permitted exceptions. Transferor 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 Transferee or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Transferee subject only to the Permitted Exceptions and the issuance of the Transferee's Title Company owners title insurance policy. Transferee shall be responsible for the recording fee of the Deed.

12. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of the Transferee and Transferor shall be as follows:

- A. Transferor 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 Transferor'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 Transferee 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 Transferee as of the Closing Date, subject only to the Permitted Exceptions.

- B. Transferee shall deliver or cause to be delivered to the Title Company:
 - i. the Purchase Price, plus or minus prorations;

- ii. counterpart originals of Transferor'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.

13. **POSSESSION.** Possession of the Property shall be delivered to Transferee 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 Transferor shall have the right to remove any and all items from the Property prior to the Closing.

14. **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 Transferor having the day prior to the Closing Day.

A. **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.

15. **CONVEYANCE TAXES.** The parties acknowledge that, as Transferee 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). Transferor is obligated to furnish completed Real Estate Transfer Declarations signed by Transferor or Transferor's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

16. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF TRANSFEROR.** 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 Transferee in consummating this transaction, notwithstanding any investigation the Transferee may have made with respect thereto, or any information developed by or made available to the Transferee prior to the Closing and consummation of this transaction. Transferor covenants, represents and warrants to the Transferee 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.** Transferor has good and marketable fee simple title to the Property, subject only to the permitted exceptions, which shall include property taxes due and owing, but not including any other rights or duties which may have

been acquired by third parties relative to overdue taxes, and the exhibits hereto (the "Permitted Exceptions"). Transferor and Titleholder under this Contract is AZ SPE, LLC.

B. Violations of Zoning and Other Laws. Transferor 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 Transferee. Transferee City of Oak Forest hereby affirms there are no outstanding violations of City Codes, regulations or ordinances on the Property. The Property as conveyed to Transferee shall include all rights of the Transferor 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 Transferor, 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 Transferor, 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 Transferor, 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 Transferor is pursuant to authority validly and duly conferred upon Transferor and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Transferor 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 Transferor or the Property are bound; and will not and does not, to the best knowledge and belief of Transferor, 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 Transferor or the Property are subject or bound.

H. Executory Agreements. Transferor 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. Transferee 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. Transferor 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 Transferor, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

K. Easements. Transferor 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. Transferor 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, Transferor shall furnish Transferee 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 Transferor,**" or words to that effect, is deemed to mean that Transferor, 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.

17. **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. Transferor, 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 Transferor 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 Transferee, as provided at paragraphs 6 and 8 hereof, the Transferor 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).

B. Except as may be specifically provided in writing to Transferee, as provided at paragraphs 6 and 8 hereof, to the best knowledge and belief of the Transferor, 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 Transferor has received no notice of nor to Transferor'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.

C. Except as may be specifically provided in writing to Transferee, as provided at paragraphs 6 and 8 hereof, the Transferor has received no notice of and to the best of Transferor'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 Transferor 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 Transferor 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 Transferor 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 Transferor 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 Transferor 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 Transferor shall promptly provide the City with a copy of such notice, and in no event later than seven (7) days from the Transferor's receipt thereof.

D. There are no proceedings pending or, to the best knowledge and belief of the Transferor, threatened against or affecting the Transferor 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 Transferor 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.

E. To the best knowledge and belief of the Transferor, 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 Transferee is aware, the previous use was a gas station and tanks remain on the Property, but, the best Transferor's knowledge, are contained.

F. The Transferor 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.

G. In the event of the breach of any representation made herein or elsewhere in this Agreement by the Transferor, the Transferor 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.

H. Transferor 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 Transferor shall have the right to approve said firm and said approval will not be unreasonably withheld. In addition the Transferor 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 Transferor pursuant to the indemnification provision herein. Transferor 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 Transferor to compel such payment. The Transferor 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.

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

M. The indemnification contained in this Agreement shall be continuing, irrevocable and binding on the Transferor and the Transferor'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.

18. 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 Transferee;
- ii. The covenants, representations and warranties of Transferor contained in this Contract are true and accurate on the Closing Date or waived by Transferee in writing on the Closing Date; and
- iii. Transferor 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, Transferee becomes aware of a breach of any of Transferor's representations and warranties or of Transferor failing to perform all of its covenants or otherwise failing to perform all of its obligations and

fulfill all of the conditions required of Transferor in order to Close on the Closing Date, Transferee 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 Transferor for a period of up to thirty (30) days following the Closing Date, charging Transferor 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, Transferee'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 Transferee, Transferor's sole and exclusive right and remedy shall be a payment by Transferee to Transferor of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Default Payment") as its sole liquidated damages, it being understood that Transferor'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.

19. **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.

20. **BROKERAGE.** Transferor hereby represents and warrants to the Transferee that, in connection with this transaction, Transferor has not entered into any brokerage agreement, that no brokerage agreement exists, and that Transferor is responsible for and shall pay any brokerage fee due and owing from this transaction. Transferor hereby defends, indemnifies and holds the Transferee 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. Transferor'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.

21. **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:

To Transferor/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 Transferee: 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.

22. **AS IS.** The Property is being sold in as is condition. Transferee 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.

23. **RIGHT OF WAIVER.** Each and every condition of the Closing, other than the Transferee's duties at Closing, is intended for and is for the sole and exclusive benefit of Transferee. Accordingly, Transferee 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 Transferee shall, unless otherwise herein provided, be in a writing signed by Transferee and delivered to Transferor.

24. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Contract by the Transferee, an Owner, authorized trustee, corporate official or managing agent must submit a sworn affidavit to the Transferee 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.

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

26. **MISCELLANEOUS.**

A. Transferee and Transferor 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 Transferee Risk Act of the State of Illinois shall be applicable to this Contract.

E. Transferee and Transferor 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 Transferor 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 Transferor 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 Transferee that he/she/they/it has the authority to enter into this Contract and the obligations set forth herein. All references to the Transferor'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. Transferee 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, Transferee shall record a termination of the Contract. The recording fees for either shall be borne by the Transferee.

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.

27. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date last signed by Transferor or Transferee by the authorized signatories of Transferor or Transferee.

28. **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 Transferor or Transferee, and no notices of any extension, change, modification or amendment made or claimed by Transferor or Transferee (except with respect to permitted unilateral waivers of conditions precedent by Transferee) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Transferor and Transferee.

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

Exhibit A Agreement for Deed in Lieu of Foreclosure

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

TRANSFEROR:

By: _____
Title:

TRANSFeree:

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

By: _____
Title:

ATTEST:

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title: City Clerk

Date Transferor
executed:

Date Transferee
executed:

EXHIBIT A

AGREEMENT FOR DEED IN LIEU OF FORECLOSURE (15229 Cicero Avenue, Oak Forest, Illinois)

This Agreement (the "Agreement") is made this ____ day of _____, between the City of Oak Forest, an Illinois municipal corporation (the "City"), and AZ SPE, LLC (hereinafter "Obligor").

WHEREAS, the City has perfected multiple liens and recorded in the Office of the Cook County Recorder against the property commonly known as 15229 Cicero Avenue, Oak Forest, Cook County, Illinois 60452 (the "Liens"), said liens described as follows:

- (a) Name of Instrument: Notice of Lien
Recorded in Office of Cook County Clerk
Recording Number: 2235428170
Date of Recording: 12/20/2022
Lien Type: Mowing costs/expenses incurred on December 12, 2022
Lien Authority: Section 11-20-7 of the Illinois Municipal Code and Chapter 8.32.080 of the City Code of the City of Oak Forest
Amount of Lien: \$4,800.00
Lien Holder: City of Oak Forest, a home rule municipality
Interest Subject to Lien: Fee simple title
Property Description:

LOTS 7 AND 8, EXCEPTING THEREFROM THE EAST 29.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15

AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452
PIN(s): 28-15-104-010/019/032/040-000

a copy of the Notice of Lien is attached hereto as Exhibit 1 and made a part hereof; and

- (b) Name of Instrument: Notice of Lien
Recorded in Office of Cook County Clerk
Recording Number: 2202640240
Date of Recording: 1/26/2022
Lien Type: Mowing costs/expenses incurred on January 10, 2022
Lien Authority: Section 11-20-7 of the Illinois Municipal Code and Chapter 8.32.080 of the City Code of the City of Oak Forest
Amount of Lien: \$4,800.00
Lien Holder: City of Oak Forest, a home rule municipality
Interest Subject to Lien: Fee simple title
Property Description:

LOTS 7 AND 8, EXCEPTING THEREFROM THE EAST 29.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452
PIN(s): 28-15-104-010/019/032/040-000

a copy of the Notice of Lien is attached hereto as Exhibit 2 and made a part hereof; and

- (c) Name of Instrument: Notice of Lien
Recorded in Office of Cook County Clerk
Recording Number: 2108217034
Date of Recording: 3/23/2021
Lien Type: Mowing costs/expenses incurred on January 28, 2021
Lien Authority: Section 11-20-7 of the Illinois Municipal Code and Chapter 8.32.080 of the City Code of the City of Oak Forest
Amount of Lien: \$4,400.00
Lien Holder: City of Oak Forest, a home rule municipality
Interest Subject to Lien: Fee simple title
Property Description:

LOTS 7 AND 8, EXCEPTING THEREFROM THE EAST 29.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452

PIN(s): 28-15-104-010/019/032/040-000

a copy of the Notice of Lien is attached hereto as Exhibit 3 and made a part hereof; and

- (d) Name of Instrument: Notice of Lien
Recorded in Office of Cook County Clerk
Recording Number: 1935047215
Date of Recording: 12/16/2019
Lien Type: Mowing costs/expenses incurred on December 6, 2019
Lien Authority: Section 11-20-7 of the Illinois Municipal Code and Chapter 8.32.080 of the City Code of the City of Oak Forest
Amount of Lien: \$4,400.00
Lien Holder: City of Oak Forest, a home rule municipality
Interest Subject to Lien: Fee simple title
Property Description:

LOTS 7 AND 8, EXCEPTING THEREFROM THE EAST 29.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452
PIN(s): 28-15-104-010/019/032/040-000

a copy of the Notice of Lien is attached hereto as Exhibit 4 and made a part hereof; and

- (e) Name of Instrument: Notice of Lien
Recorded in Office of Cook County Clerk
Recording Number: 1833057137
Date of Recording: 11/26/2018
Lien Type: Mowing costs/expenses incurred on November 16, 2018
Lien Authority: Section 11-20-7 of the Illinois Municipal Code and Chapter 8.32.080 of the City Code of the City of Oak Forest
Amount of Lien: \$4,400.00
Lien Holder: City of Oak Forest, a home rule municipality
Interest Subject to Lien: Fee simple title
Property Description:

LOTS 7 AND 8, EXCEPTING THEREFROM THE EAST 29.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452
PIN(s): 28-15-104-010/019/032/040-000

a copy of the Notice of Lien is attached hereto as Exhibit 5 and made a part hereof; and

WHEREAS, Obligor, pursuant to these several liens is indebted to the City in the amount of Twenty-Two Thousand, Eight Hundred Dollars (\$22,800.00); and

WHEREAS, the above amount of Twenty-Two Thousand, Eight Hundred Dollars (\$22,800.00) remains due and owing to the City of Oak Forest and is unpaid; and

WHEREAS, in lieu of the completion of a foreclosure action filed against the Property and Obligor by the City in Cook County, Illinois Circuit Court based on the multiple liens now recorded on the Property by the City, and unpaid by Obligor and in order to facilitate the use, sale or lease of the Property by the City for public purposes and to effectuate the conveyance of the Property to the City by terms of separate agreement between the City and Obligor, the parties have agreed to forego the time and costs due to litigation and Obligor has agreed that title to the Property and all other real, personal and mixed property related to the use, occupancy and enjoyment of the Property should be transferred from Obligor to the City by deed in lieu of foreclosure, and other related conveyance documents, including a bill of sale, if necessary; and

WHEREAS, the parties have further agreed that said transfer of title to the Property by deed in lieu of foreclosure shall relieve the Obligor of personal liability for the indebtedness owed to the City; and

WHEREAS, this Agreement is intended to be and shall constitute the agreement referred to in 735 ILCS 5/15-1401, and in 35 ILCS 200/21-95, to be executed contemporaneously with the deed in lieu of foreclosure, by which the City agrees to relieve the Obligor of personal liability for the indebtedness owed and to render the delinquent property taxes now due and owing on the Property void.

NOW, THEREFORE, the City of Oak Forest and Obligor hereby agree as follows:

DEED IN LIEU OF FORECLOSURE: Obligor agrees, contemporaneously with the execution of this Agreement, to transfer fee simple title to the City by deed in lieu of foreclosure conveying title to the following described property in the City of Oak Forest, Cook County, Illinois, currently subject to and in lieu of the City of Oak Forest bringing a foreclosure action based on the outstanding liens referenced herein:

PARCEL 1:

LOT 9 IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOT 8 EXCEPT EAST 28.74 FEET IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 3:

LOTS 10 AND 11 IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452
PIN(s): 28-15-104-010-0000, 28-15-019-0000, 28-15-032-0000, 28-15-040-0000

(hereinafter the "Property").

Said deed of conveyance shall be in that form attached hereto as **Exhibit 6**, from Obligor to the City of Oak Forest (the "Deed in Lieu"). Obligor, conveying all of Obligor's interest in the Property. Obligor shall also execute and deliver, within seven (7) days of execution of this Agreement, any and all documents requested by the City relative to conveyance of the Property, in addition to the Deed in Lieu, including a Grantor/Grantee Statement, if required, and Title Company documentation or such other documents reasonably requested either by the City or the Title Company to consummate the conveyance of the Property and to vest title in the City subject to any exceptions agreed to by the City and the issuance to the City of an Owners Title Insurance Policy all as provided by separate agreement.

2. **PERSONAL LIABILITY**: Execution by Obligor of said Deed in Lieu as described herein shall relieve Obligor from any liability, personal or otherwise, for the indebtedness owed to the City.

3. **EXCLUDED LIABILITIES**: Except as otherwise specifically provided herein, the Deed in Lieu and this Agreement do not in any way release Obligor from, or cause the City to assume, or to be responsible at any time for any liabilities of Obligor, including, but not limited to: employment taxes, unrecorded Mortgage or security interests, unemployment insurance claims, claims relative to personal injuries, accidents, and the like occurring on the Property prior to execution of the Deed in Lieu, worker compensation claims, employment claims, any other tax or benefit claim, other debts and security agreements not known to the City, and any other matters not secured by the Mortgage and/or specifically released by this Agreement (collectively, the "Excluded Liabilities"). Obligor expressly acknowledges and agrees that he shall retain, and that the City shall not assume or otherwise be obligated to pay, perform, defend, or discharge any such liabilities, obligations, debts or commitments.

4. **MECHANIC'S LIENS, MORTGAGES, OR SECURITY INTERESTS**: The Obligor will not suffer or permit any mechanic's lien, UCC lien, security interest or other such lien to attach to the Property after the date of this Agreement. Obligor represents and warrants to the City that all bills and invoices for labor and material of any kind relating to the Property thereon have been paid in full, and there are no mechanic's Mortgage, UCC Mortgage, security interests or other claims outstanding or available to any party in connection with the Property. Obligor shall indemnify, save and keep harmless the City and its Property from any such lien, claim or interest therefor and from any and all cost or expense incurred in connection with any such lien, claim or interest, including, attorney fees and expenses incurred with removing, settling or contesting such lien, claim or interest.

5. **ENTIRETY OF AGREEMENT**: This Agreement, together with any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties concerning the conveyance of the Property secured by the Mortgage referenced herein to the City via the Deed in Lieu. This Agreement supersedes any prior understanding or written or oral agreements between the Parties with respect to the Deed in Lieu. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the Deed in Lieu which are not fully expressed herein.

6. **AMENDMENT**: No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing upon mutual agreement of the parties.

7. **NO DUTY TO THIRD PARTIES**: This Agreement is entered into solely for the benefit of the parties hereto, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the City or its and its officers, appointed and elected officials, Mayor, Alderman, employees, agents, volunteers, representatives, attorneys, and engineers.

8. **AUTHORITY**: The parties warrant and represent that the execution, delivery of, and performance under this Agreement is pursuant to the full authority, validly and duly conferred upon the parties and the signatories hereto.

9. **DISCLAIMER OF RELATIONSHIP**: Nothing contained in this Agreement, nor any act of the City or the Obligor shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship

of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Obligor.

10. **ENFORCEABILITY**: If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

11. **JURISDICTION AND VENUE**: This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, 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 Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

12. **SURVIVAL OF TERMS**: The terms, provisions, warranties and covenants made herein, shall survive the execution of the Deed in Lieu of foreclosure and bill of sale contemplated hereunder and the conveyance of the real and personal property pursuant to same. This Agreement shall not be merged with the conveyance, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

13. **HEADINGS**: The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

14. **SUBSEQUENT ACTION**: In the event either party elects to file any action in order to enforce the terms of this Agreement, 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.

15. **RECORDING**: The City may record this Agreement or any memorandum or short form of this Agreement against the Property.

16. **EXHIBITS**: The following Exhibits or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1:	Copy of Notice of Lien (2022)
Exhibit 2:	Copy of Notice of Lien (2022)
Exhibit 3:	Copy of Notice of Lien (2021)
Exhibit 4:	Copy of Notice of Lien (2019)
Exhibit 5:	Copy of Notice of Lien (2018)

17. **CONTEMPORANEOUS SIGNING:** This Agreement is executed contemporaneously with the Deed in Lieu of Foreclosure pursuant to 735 ILCS 5/15-1401 described herein.

Agreed to the above on this ____ day of _____.

City of Oak Forest

By: _____

Its: _____

Date

Obligor

By: _____

Its: _____

Date

EXHIBITS 1-5

Copy of Notices of Lien

NOTICE OF LIEN

NOTICE IS HEREBY GIVEN that the City of Oak Forest, Illinois, a home-rule Municipal corporation, has a lien for costs and expenses incurred in

mowing

from the real estate described below on, November 16, 2018,

pursuant to the City's home-rule authority granted in Art. VII, Sec. 6 of the 1970 Illinois Constitution, Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7 and Chapter 8.32.080,

Conditions of Premises Generally, of the Code of Oak Forest, as amended.



Doc# 1833057137 Fee \$40.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/26/2018 02:09 PM PG: 1 OF 1

1. The said real estate subject to said lien is commonly known as 15229 Cicero Ave, Oak Forest, Illinois, and is legally described as follows:

LOTS 7 AND 8, EXCEPTING THERE FROM THE EAST 28.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS

Permanent Index Number: 28-15-104-010, 019, & 032-0000

- 2. The amount of the cost and expense incurred for said work is \$4,400.00.
- 3. The said costs and expenses were incurred on 06/06/2018 06/19/2018 07/02/2018 07/17/2018 07/31/2018 08/13/2018 08/28/2018 09/10/2018 09/24/2018 10/08/2018 10/22/2018.
- 4. Notice of this Lien was delivered via Certified Mail - Return Receipt Requested to PPRE LLC 1701 WOODFIELD RD #327, SCHAUMBURG, IL 60173, on, 08/17/2018 10/30/2018.

together with copies of Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7, and Chapter 8.32.080, Conditions of Premises Generally, of the Code of Oak Forest, as amended, and a depiction of the areas on the real estate where property was mowed.

STATE OF ILLINOIS

} SS

CITY OF OAK FOREST
a home-rule municipal corporation

COUNTY OF COOK

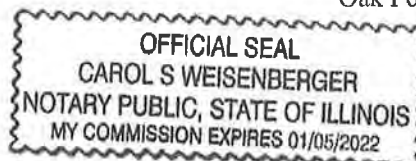
Lorna Stubbs, of legal age, on oath, states that he/she is the Code Enforcement Officer, of the City of Oak Forest, County of Cook, State of Illinois; that he/she has read the forgoing Notice of Lien, knows the contents thereof, and that the statements therein are true.

Lorna Stubbs

Mail to: Lorna Stubbs
15440 S. Central Ave.
Oak Forest, IL 60452

SUBSCRIBED and SWORN to before me this 20th day of November, 2018.

Carol S. Weisenberger
Notary Public



NOTICE OF LIEN

NOTICE IS HEREBY GIVEN that the City of Oak Forest, Illinois, a home-rule Municipal corporation, has a lien for costs and expenses incurred in

mowing
from the real estate described below on, December 06, 2019, pursuant to the City's home-rule authority granted in Art. VII, Sec. 6 of the 1970 Illinois Constitution, Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7 and Chapter 8.32.080, Conditions of Premises Generally, of the Code of Oak Forest, as amended.



loc# 1935047215 Fee \$88.00

HSP FEE:\$9.00 RPRF FEE: \$1.00

DWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/16/2019 01:51 PM PG: 1 OF 1

1. The said real estate subject to said lien is commonly known as 15229-45 Cicero Ave, Oak Forest Illinois, and is legally described as follows:

LOTS 7 AND 8, EXCEPTING THERE FROM THE EAST 28.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS

Permanent Index Number: 28-15-104-010, 019, & 032-0000

- 2. The amount of the cost and expense incurred for said work is \$4,400.00
- 3. The said costs and expenses were incurred on 05/27/2019 06/10/2019 06/22/2019 07/07/2019 07/22/2019 08/06/2019 08/24/2019 09/09/2019 09/21/2019 10/05/2019 10/19/2019
- 4. Notice of this Lien was delivered via Certified Mail - Return Receipt Requested to PPRE LLC 1701 WOODFIELD RD #327,SCHAUMBURG, IL 60173 on, 08/28/2019 11/11/2019

together with copies of Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7, and Chapter 8.32.080, Conditions of Premises Generally, of the Code of Oak Forest, as amended, and a depiction of the areas on the real estate where property was mowed

STATE OF ILLINOIS

COUNTY OF COOK

} SS

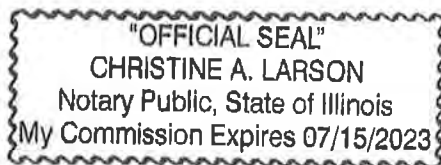
CITY OF OAK FOREST
a home-rule municipal corporation

Lorna Stubbs, of legal age, on oath, states that he/she is the Code Enforcement Officer, of the City of Oak Forest, County of Cook, State of Illinois; that he/she has read the foregoing Notice of Lien, knows the contents thereof, and that the statements therein are true.

SUBSCRIBED and SWORN to before me this 13th day of December, 2019.

Christine A. Larson
Notary Public

Lorna Stubbs
Mail to: Lorna Stubbs
15440 S. Central Ave.
Oak Forest, IL 60452



NOTICE OF LIEN

NOTICE IS HEREBY GIVEN that the City of Oak Forest, Illinois, a home-rule Municipal corporation, has a lien for costs and expenses incurred in

mowing

from the real estate described below on, January 28, 2021,

pursuant to the City's home-rule authority granted in Art. VII, Sec. 6 of the 1970 Illinois Constitution, Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7 and Chapter 8.32.080,

Conditions of Premises Generally, of the Code of Oak Forest, as amended.



Doc# 2108217034 Fee \$53.00

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 03/23/2021 11:34 AM PG: 1 OF 1

THIS SPACE FOR RECORDER USE ONLY

1. The said real estate subject to said lien is commonly known as 15229-45 Cicero Ave, Oak Forest

Illinois, and is legally described as follows:

LOTS 7 AND 8, EXCEPTING THERE FROM THE EAST 28.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS

28-15-104-032-0000

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

2. The amount of the cost and expense incurred for said work is \$4,400.00

3. The said costs and expenses were incurred on 05/23/2020 06/06/2020 06/20/2020 07/03/2020 07/17/2020 07/31/2020 08/14/2020 08/29/2020 09/13/2020 09/26/2020 10/10/2020 / 10/24/2020

4. Notice of this Lien was delivered via Certified Mail - Return Receipt Requested to PPRE LLC 1701 WOODFIELD RD #327, SCHAUMBURG, IL 60173 on, 08/12/2020 01/26/2021

together with copies of Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7, and Chapter 8.32.080, Conditions of Premises Generally, of the Code of Oak Forest, as amended, and a depiction of the areas on the real estate where property was mowed

STATE OF ILLINOIS

CITY OF OAK FOREST

a home-rule municipal corporation

COUNTY OF COOK

} SS

Lorna Stubbs, of legal age, on oath, states that he/she is the Code Enforcement Officer, of the City of Oak Forest, County of Cook, State of Illinois; that he/she has read the forgoing Notice of Lien, knows the contents thereof, and that the statements therein are true.

Lorna Stubbs

Mail to: Lorna Stubbs
15440 S. Central Ave.
Oak Forest, IL 60452

SUBSCRIBED and SWORN to before me this 9th day of February, 2021.

Christine A. Larson
Notary Public



34
PT
y-1
MB

NOTICE OF LIEN

Doc#: 2235428170 Fee: \$88.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/20/2022 01:48 PM Pg: 1 of 1

NOTICE IS HEREBY GIVEN that the City of Oak Forest, Illinois, a home-rule Municipal corporation, has a lien for costs and expenses incurred in

mowing

from the real estate described below on, December 12, 2022

pursuant to the City's home-rule authority granted in Art. VII, Sec. 6 of the 1970 Illinois Constitution, Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7 and Chapter 8.32.080,

Conditions of Premises Generally, of the Code of Oak Forest, as amended.

THIS SPACE FOR RECORDER'S USE ONLY

1. The said real estate subject to said lien is commonly known as 15229-45 Cicero Ave, Oak Forest

Illinois, and is legally described as follows:

LOTS 7 AND 8, EXCEPTING THERE FROM THE EAST 28.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS

Permanent Index Number: 28-15-104-010-0000

2. The amount of the cost and expense incurred for said work is \$4,800.00

3. The said costs and expenses were incurred on 05/22/2022 06/04/2022 06/18/2022 07/01/2022 07/14/2022 07/29/2022 08/15/2022 08/27/2022 09/09/2022 09/23/2022 10/07/2022 10/21/2022

4. Notice of this Lien was delivered via Certified Mail - Return Receipt Requested to Ahman Zahdan, 10017 S. Menard Ave., Oak Lawn, IL 60453 on, 12/01/2022

, together with copies of Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7, and Chapter 8.32.080, Conditions of Premises Generally, of the Code of Oak Forest, as amended, and a depiction of the areas on the real estate where property was mowed

STATE OF ILLINOIS

COUNTY OF COOK

} SS

CITY OF OAK FOREST
a home-rule municipal corporation

Lorna Stubbs, of legal age, on oath, states that he/she is the Code Enforcement Officer, of the City of Oak Forest, County of Cook, State of Illinois; that he/she has read the foregoing Notice of Lien, knows the contents thereof, and that the statements therein are true.

Lorna Stubbs

Mail to: Lorna Stubbs
15440 S. Central Ave.
Oak Forest, IL 60452

SUBSCRIBED and SWORN to before me this 16th day of December, 2022.

Christine A. Larson
Notary Public



NOTICE OF LIEN

Doc# 2202640240 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/26/2022 03:12 PM Pg: 1 of 1

NOTICE IS HEREBY GIVEN that the City of Oak Forest, Illinois, a home-rule Municipal corporation, has a lien for costs and expenses incurred in

mowing

from the real estate described below on,

January 10, 2022,

pursuant to the City's home-rule authority granted in Art. VII, Sec. 6 of the 1970 Illinois Constitution, Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7 and Chapter 8.32.080,

Conditions of Premises Generally, of the Code of Oak Forest, as amended.

THIS SPACE FOR RECORDER'S USE ONLY

1. The said real estate subject to said lien is commonly known as 15229-45 Cicero Ave, Oak Forest

Illinois, and is legally described as follows:

LOTS 7 AND 8, EXCEPTING THERE FROM THE EAST 28.74 FT OF SAID LOTS 7 AND 8, IN BLOCK 11 IN ARTHUR T MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. LOTS 9, 10 AND 11 IN BLOCK 11 IN ARTHUR T. MC INTOSCH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS

Permanent Index Number: 28-15-104-010-0000, 28-15-104-019-0000, 28-15-104-032-0000

2. The amount of the cost and expense incurred for said work is \$4,800.00

3. The said costs and expenses were incurred on 05/22/2021 06/05/2021 06/19/2021 07/01/2021 07/17/2021 07/31/2021 08/14/2021 08/28/2021 09/11/2021 09/25/2021 10/09/2021 10/23/2021

4. Notice of this Lien was delivered via Certified Mail - Return Receipt Requested to PPRE LLC 1701 WOODFIELD RD #327, SCHAUMBURG, IL 60173 on, 01/10/2022

, together with copies of Sec. 11-20-7 of the Illinois Municipal Code, 65 ILCS 5/11-20-7, and Chapter 8.32.080, Conditions of Premises Generally, of the Code of Oak Forest, as amended, and a depiction of the areas on the real estate where property was mowed

STATE OF ILLINOIS

CITY OF OAK FOREST

a home-rule municipal corporation

COUNTY OF COOK

} SS

Lorna Stubbs, of legal age, on oath, states that he/she is the Code Enforcement Officer of the City of Oak Forest, County of Cook, State of Illinois; that he/she has read the forgoing Notice of Lien, knows the contents thereof, and that the statements therein are true.

Lorna Stubbs

Mail to: Lorna Stubbs
15440 S. Central Ave.
Oak Forest, IL 60452

SUBSCRIBED and SWORN to before me this 21ST day of

January, 2022.
Christine A. Larson
Notary Public

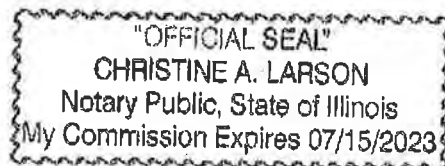


EXHIBIT 6

MAIL TAX BILLS TO:
City of Oak Forest
15440 S. Central Avenue
Oak Forest, IL 60452

THIS DOCUMENT WAS PREPARED BY:
Klein, Thorpe and Jenkins, Ltd.
120 S. LaSalle Street, Suite 1710
Chicago, IL 60603
Scott F. Uhler, Esq.
(4260-193)

AFTER RECORDING RETURN TO:

RECORDER'S BOX NUMBER 324

[The above space for recording purposes]

THIS DEED IS EXEMPT FROM TAXATION UNDER THE PROVISIONS OF PARAGRAPH B SECTION 31-45, OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT AND PARAGRAPH B SECTION 7.3 OF THE COOK COUNTY TRANSFER TAX ORDINANCE

DATE

GRANTOR / GRANTEE OR REPRESENTATIVE

WARRANTY DEED IN LIEU OF FORECLOSURE

THE GRANTOR, AZ SPE, LLC, an Illinois limited liability company ("Grantor"), of 12345 S. Keller Avenue, Alsip, Illinois, 60803, for and in consideration of Ten Dollars and No/100ths (\$10.00) and other good and valuable consideration in hand paid, by these presents does hereby CONVEY and WARRANT to:

The CITY OF OAK FOREST, an Illinois municipal corporation (Grantee"), of 15440 S. Central Avenue, Oak Forest, IL 60452 as of _____, 2023 (the "Transfer Date") the following
(month) (day)

described real estate (the "Property"), situated in the City of Oak Forest, County of Cook, State of Illinois, more particularly described as follows, to-wit:

PARCEL 1:

LOT 9 IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOT 8 EXCEPT EAST 28.74 FEET IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 3:

LOTS 10 AND 11 IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST ½ OF SECTION 15 AND THE EAST ½ OF SECTION 16, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Common street address: 15229-45 Cicero Avenue, Oak Forest, IL 60452

PIN(s): 28-15-104-010-000
28-15-104-019-0000
28-15-104-032-0000
28-15-104-040-0000

(the "Property").

TO HAVE AND TO HOLD the Property, with the rights and appurtenances, unto the Grantee and Grantee's heirs, legal representatives, successors and assigns forever.

SUBJECT TO: general taxes for all years; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; existing leases or tenancies; acts done or suffered by or through the Grantee.

THIS PROPERTY IS DEEDED TO THE CITY OF OAK FOREST BY THE OWNER OF RECORD IN LIEU OF FORECLOSURE BY THE CITY OF OAK FOREST OF THE LIEN RECORDED IN THE OFFICE OF THE COOK COUNTY CLERK AS DOCUMENT NUMBER 2235428170 ON 12/20/2022, THE LIEN RECORDED IN THE OFFICE OF THE COOK COUNTY CLERK AS DOCUMENT NUMBER 2202640240 ON 1/26/2022, THE LIEN RECORDED IN THE OFFICE OF THE COOK COUNTY CLERK AS DOCUMENT NUMBER 2108217034 ON 3/23/2021, THE LIEN RECORDED IN THE OFFICE OF THE COOK COUNTY CLERK, AS DOCUMENT NUMBER 1935047215, DATED 12/16/2019 AND THE LIEN RECORDED IN THE OFFICE OF THE COOK COUNTY CLERK AS DOCUMENT NUMBER 1833057137 DATED 11/26/2018, EACH OF SAID LIENS RECORDED PURSUANT TO SECTIONS 11-20-7 AND 11-20-15 OF THE ILLINOIS MUNICIPAL CODE AND CHAPTER 8.32.080 OF THE CITY CODE OF THE CITY OF OAK FOREST.

PURSUANT TO A WRITTEN AGREEMENT BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed in Lieu of Foreclosure on the day, month and year first set forth above.

GRANTOR

AZ, SPE, LLC, an Illinois limited liability company

By: _____

Name: _____

Title: Member

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____, as member of AZ SPE, LLC (the “Grantor”), personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such member appeared before me this day in person and acknowledged he/she/they signed and delivered said instrument pursuant to authority given by the Company, and as his/her/their free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

Commission Expires: _____

STATEMENT BY GRANTOR AND GRANTEE

The Grantor or its agent affirms that, to the best of its knowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust are either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

AZ SPE, LLC

Dated _____, 2023

By: _____
Its: _____

SUBSCRIBED AND SWORN TO BEFORE ME
this ____ day of _____, 2023.

Notary Public

Commission expires: _____

The Grantee or its agent affirms and verifies that the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

City of Oak Forest, an Illinois municipal corporation

Dated _____, 2023

BY: _____
TITLE: _____
NAME: _____

SUBSCRIBED AND SWORN TO BEFORE ME
this ____ day of _____, 2023.

Notary Public

Commission expires: _____

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses. [Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 31-45 of the Illinois Real Estate Transfer Tax Law.

DATE: OCTOBER 24, 2023
TO: HONORABLE MAYOR HENRY L. KUSPA AND OAK FOREST CITY COUNCIL
FROM: FIRE CHIEF GARRICK KASPER
SUBJECT: APPROVAL OF ORDINANCE No. 2023-10-1000 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

Background:

The new Mutual Aid Box Alarm System (MABAS) Master Mutual Aid Agreement was ratified at the quarterly meeting of MABAS-IL on October 19, 2022. This agreement needs to be processed through individual municipalities and signed off for filing with MABAS-IL.

This agreement has not seen any revision since the 1970's. The By Laws and Election Committee of MABAS-IL spent over 2 years drafting this document in conjunction with our surrounding state MABAS organizations.

The document has been vetted by each State's Attorney General for compliance and relevance. This new document continues to provide for all of the services we have been using in our "day-to-day" service as well as Specialty Response.

Action Requested:

Approval of the Ordinance authorizing approval of the Mutual Aid Box Alarm System (MABAS) agreement.

Recommendation:

It is my recommendation the Council approve Ordinance No. 2023-10-1000 authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS MASTER AGREEMENT 2022). Please feel free to contact me with any concerns or questions. Thank you.

CITY OF OAK FOREST

ORDINANCE NO. 2023-10-10000

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)

Passed by the City Council, October 24, 2023

Printed and Published, October 24, 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. 2023-10-10000

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION
IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental

Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and the Council of Oak Forest have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Oak

Forest, Cook County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ORDINANCE NO. 2023-10-1000o

Approved by me this
24th day of October, 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole Tormey,
City Clerk
ADOPTED

This 8th Day of August, 2023

APPROVED By Me

This 8th Day of August, 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				



MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

PRESIDENT

Don Davids, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
630-327-2661
davids@mabas-il.org

1st VICE PRESIDENT

Kevin A. Welsh Sr., Chief
MABAS-Illinois
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Wheeling, IL 60090
708-516-1195
welsh@mabas-il.org

2nd VICE PRESIDENT

Dave Haywood, Chief (RET)
MABAS-Illinois
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SECRETARY

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TREASURER/COMPTROLLER

Sean Maloy, Chief
Bedford Park Fire Department
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Bedford Park, IL 60501
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smaloy@mabas-il.org

CHIEF EXECUTIVE OFFICER

Glenn Ericksen, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
847-403-0506
ericksen@mabas-il.org

ALL DIVISIONS NOTICE

At the October 19, 2022 MABAS Executive Board meeting in Peoria the new Mutual Aid Box Alarm System Master Agreement was approved by a unanimous vote. What this now means is that all MABAS member agencies must have the new Agreement approved and signed by the members authorizing board no later than 12:01 a.m. Central Standard Time on January 1, 2024.

In order to accomplish this task, each MABAS Divisional Executive Board will be provided copies of the new MABAS Master Agreement along with Resolution or Ordinance authorization forms. It will be the responsibility of each MABAS Division's Executive Board to forward these documents to each of their member agencies for approval.

Copies of the documents will be available to download on the MABAS website www.MABAS-il.org.

Required to be submitted,

- Signed copy of the MABAS Master Agreement
- Signed copy of the Authorizing Resolution or
- Signed copy of the Authorizing Ordinance
- The preferred method of delivery would be email to agreements@mabas-il.org

Documents can also be mailed using the address of;
MABAS
233 West Hintz Road
Wheeling, IL 60090
ATTN: Bernie Lyons

Remember, it is critical that MABAS Headquarters receive each set of signed documents from MABAS members **no later 12:01 CST on January 1, 2024**. Please contact your local MABAS Operations Branch Chief should you have any questions.

The MABAS Leadership Board appreciates everyone's efforts in accomplishing this important and necessary task.

Thank you.

Don Davids, MABAS President Glenn Ericksen, MABAS CEO



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: FEBRUARY 14, 2023
TO: HONORABLE MAYOR HENRY L. KUSPA AND OAK FOREST CITY COUNCIL
FROM: FIRE CHIEF GARRICK KASPER
SUBJECT: APPROVAL OF MUTUAL AID BOX ALARM SYSTEM (MABAS) AGREEMENT

Background:

The new Mutual Aid Box Alarm System (MABAS) Master Mutual Aid Agreement was ratified at the quarterly meeting of MABAS-IL on October 19, 2022. This agreement needs to be processed through individual municipalities and signed off for filing with MABAS-IL.

This agreement has not seen any revision since the 1970's. The By Laws and Election Committee of MABAS-IL spent over 2 years drafting this document in conjunction with our surrounding state MABAS organizations.

The document has been vetted by each State's Attorney General for compliance and relevance. This new document continues to provide for all of the services we have been using in our "day-to-day" service as well as Specialty Response.

Action Requested:

I respectfully request approval of the Mutual Aid Box Alarm System (MABAS) agreement.

Recommendation:

It is my recommendation the Council approves the agreement. Please feel free to contact me with any concerns or questions. Thank you.



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
 - B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. "**Chapter President**" means a person elected as the President of each state Chapter;
- H. "**Chief Officer**" means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. "**Council of Chapter Presidents**" means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. "**Disaster**" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. "**Division**" means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. "**Emergency**" means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. "**Emergency Responder**" includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. "**Emergency Services**" means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. "**Incident Commander**" is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. **Third Party Reimbursement - Expenses for Emergency Services** recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. **Intrastate Emergency Management Agency Tasking - Expenses** recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Interstate Emergency Management Assistance Compact ("EMAC") Response** – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the Oak Forest Fire
Department, (Unit) this 14th day of February, 2023. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: Way L. Kuyper

Title: Mayor

Attest: [Signature]

Title: City Clerk



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: October 24, 2023
TO: Mayor Kuspa, City Council
FROM: Michael Salamowicz, Director of Public Works
SUBJECT: 2022 Water Main Improvements Project Pay Estimate No.2

Background

As the Council members know, the City approved a contract with M&J Underground, on January 10, 2023, for the 2022 Water Main Improvements project. The contractor began work on the project in July of 2023, and continues to work on the project.

The City has received Pay Estimate No.2, dated September 25, 2023, from M&J Underground, in the amount of \$812,485.82. The invoice, waivers of lien and affidavit have been reviewed by HR Green, who recommend payment of Pay Estimate No.2, in the amount of \$812,485.82. This includes a reduction of \$133,224.16, reflecting a 10% retention.

The project is funded under Water Systems Improvements (CIP) budget line item 02-17-5652

Recommendation

Approval of Pay Estimate No.2, to M&J Underground, in the amount of \$812,485.82.

Action Requested

Staff recommends approval of Pay Estimate No.2, to M&J Underground, in the amount of \$812,485.82.



▷ 2363 Sequoia Drive | Suite 101 | Aurora, IL 60506
Main 630.553.7560 + Fax 630.553.7646

▷ HRGREEN.COM

September 29, 2023

Mr. Michael Salamowicz
Director of Public Works
City of Oak Forest
15440 S. Central Avenue
Oak Forest, Illinois 60452

Re: 2022 Watermain Improvements - Base Bid – Pay Estimate #2

Dear Mr. Salamowicz,

Attached you will find the Pay Estimate #2 for the Oak Forest 2022 Watermain Improvements - Base Bid. This pay estimate covers the work completed between August 12, 2023 through September 18, 2023. The net amount due reflects a 10% retainage withholding.

Original Contract Amount: \$4,209,218.44

Total Work Completed to Date: \$1,332,241.69

Total 10% Retainage to Date: \$133,224.16

Total Amount Due: \$1,199,017.53

Amount Paid to Date: \$386,531.71

Net Amount Due: \$812,485.82

We recommend that the City of Oak Forest approve and make payment to M&J Underground, Inc. in the amount of **\$812,485.82**

If you have any questions or require any additional information, please call. I can be reached at (815)-685-2055.

Sincerely,

HR GREEN, INC

Bob Banach
Construction Engineer

RJB

attachment

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
9/25/2023	M23-0416

Bill To
Oak Forest, City Of 15440 Central Ave. Oak Forest, IL 60452

Terms	Project/Location
Net 30	2302084-Oak Forest

Description	Est Qty	Rate	Current...	Prior ...	Current Amt
PRECONSTRUCTION VIDEO RECORDING	1	5,000.00	0	1	0.00
TRAFFIC CONTROL AND PROTECTION	1	168,072.44	0.13	0.38	21,849.42
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	1	13,254.00	0	1	0.00
REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	28	73.00	0	0	0.00
GRANULAR TRENCH BACKFILL	3,200	75.00	385.9	620.67	28,942.50
SOIL TESTS FOR CONTAMINANTS	21	596.00	0	21	0.00
CONTAMINATED WASTE DISPOSAL	278	93.00	369.7	28	34,382.10
PVC WATER MAIN (OPEN CUT), 6 - INCH RJT	41	169.00	39	20	6,591.00
PVC WATER MAIN (OPEN CUT), 8 - INCH	971	93.00	435	0	40,455.00
PVC WATER MAIN (OPEN CUT), 8 - INCH RJT	1,227	123.00	319	77	39,237.00
PVC WATER MAIN (OPEN CUT), 12 - INCH	888	137.00	200	100	27,400.00
PVC WATER MAIN (OPEN CUT), 12 - INCH RJT	1,456	189.00	-46	753	-8,694.00
PVC WATER MAIN (DIRECTIONALLY DRILLED), 8 - INCH	2,656	178.00	1,800	0	320,400.00
PVC WATER MAIN (DIRECTIONALLY DRILLED), 12 - INCH	1,159	288.00	620	0	178,560.00
PVC WATER MAIN (IN JACKED CASING), 12 - INCH RJT IN 36 - INCH	52	1,833.00	0	0	0.00
ADDITIONAL FITTINGS	10,500	0.01	0	0	0.00
CASING PIPE (OPEN CUT)	463	261.00	20	119	5,220.00
GATE VALVE, 8 - INCH	22	2,409.00	9	3	21,681.00
GATE VALVE, 12 - INCH	21	3,766.00	2	6	7,532.00
VALVE BOX	12	629.00	5	1	3,145.00
VALVE VAULT, 4 - FOOT	17	3,194.00	7	3	22,358.00
VALVE VAULT, 5 - FOOT	16	4,282.00	4	3	17,128.00
VALVE VAULT (ADDITIONAL DEPTH), 4	5	1,602.00	0	0	0.00
VALVE VAULT (ADDITIONAL DEPTH), 5	5	1,692.00	0	0	0.00
FIRE HYDRANT	32	7,134.00	13	1	92,742.00
FIRE HYDRANT BARREL EXTENSION	5	1,878.00	0	0	0.00
WATER SERVICE REPLACEMENT AND RECONNECTION - PUBLIC, SHORT SIDE	68	3,229.00	0	0	0.00

Thank you for your business.	Total
	Payments/Credits
	Balance Due

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
9/25/2023	M23-0416

Bill To
Oak Forest, City Of 15440 Central Ave. Oak Forest, IL 60452

Terms	Project/Location
Net 30	2302084-Oak Forest

Description	Est Qty	Rate	Current...	Prior ...	Current Amt
WATER SERVICE REPLACEMENT AND RECONNECTION - PUBLIC, LONG SIDE	71	4,446.00	0	0	0.00
CONNECTION TO WATER MAIN (NON- PRESSURE), 6 - INCH	7	4,431.00	0	0	0.00
CONNECTION TO WATER MAIN (NON- PRESSURE), 8 - INCH	3	4,039.00	0	0	0.00
CONNECTION TO WATER MAIN (NON- PRESSURE), 10 - INCH	6	8,855.00	0	0	0.00
CONNECTION TO WATER MAIN (PRESSURE), 8 - INCH X 6 - INCH	1	6,043.00	1	0	6,043.00
CONNECTION TO WATER MAIN (PRESSURE), 12 - INCH X 10 - INCH	2	12,334.00	1	0	12,334.00
ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES	1	116,248.00	0	0	0.00
FILLING OF EXISTING PIPE FOR ABANDONMENT	14	266.00	0	0	0.00
CULVERT REMOVAL AND REPLACEMENT, RCP, 12 - INCH	68	152.00	0	76	0.00
STORM SEWER REMOVAL AND REPLACEMENT, 8-INCH	63	232.00	0	0	0.00
STORM SEWER REMOVAL AND REPLACEMENT, 12-INCH	42	156.00	0	0	0.00
TELEVISIONING OF EXISTING SANITARY	2,425	5.00	0	2,459	0.00
LOCATING OF EXISTING SANITARY SEWER SERVICES	30	592.00	43	0	25,456.00
ADJUSTING SANITARY SEWER SERVICE LINE	36	1,500.00	0	0	0.00
SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT	17	6,404.00	0	0	0.00
HOT-MIX ASPHALT REMOVAL AND REPLACEMENT (4" BC)	2,130	31.00	0	0	0.00
HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT (8")	260	94.00	0	0	0.00
PCC DRIVEWAY REMOVAL AND REPLACEMENT	1,040	92.00	0	0	0.00
CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	1,740	41.00	0	0	0.00
PCC SIDEWALK REMOVAL AND REPLACEMENT	16,040	9.00	0	211.1	0.00
DETECTABLE WARNING	300	56.00	0	0	0.00
PAVEMENT MARKING, 6-INCH (THERMOPLASTIC)	250	3.00	0	0	0.00
PAVEMENT MARKING, 12-INCH	460	6.00	0	0	0.00

Thank you for your business.	Total
	Payments/Credits
	Balance Due

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
9/25/2023	M23-0416

Bill To
Oak Forest, City Of 15440 Central Ave. Oak Forest, IL 60452

Terms	Project/Location
Net 30	2302084-Oak Forest

Description	Est Qty	Rate	Current...	Prior ...	Current Amt
PAVEMENT MARKING, 24-INCH (THERMOPLASTIC)	60	10.00	0	0	0.00
RESTORATION OF LAWNS AND PARKWAYS AND	4,040	26.00	0	0	0.00
TREE ROOT PRUNING	15	117.00	0	0	0.00
TREE REMOVAL AND REPLACEMENT, 6 - INCH THROUGH 12 - INCH	2	2,129.00	0	0	0.00
TREE REMOVAL AND REPLACEMENT, OVER 12 - INCH	3	3,194.00	0	0	0.00
INLET PROTECTION FILTER	46	179.00	0	0	0.00
CONTRACT SUBTOTAL					902,762.02
RETENTION		-10.00%			-90,276.20

Thank you for your business.	Total	\$812,485.82
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Payment due upon receipt of invoice. A 1.5% finance charge will be applied on balances over 30 days. Balances over 90 days will go straight to collections. Any fees accrued during the collection process will be added to this bill.

Payments/Credits	\$0.00
Balance Due	\$812,485.82



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: October 24, 2023
TO: Mayor Kuspa, City Council
FROM: Michael Salamowicz, Director of Public Works
SUBJECT: 2023 Electric Supply

Background

In January 2007, ComEd eliminated subsidized fixed-rate electricity service for non-franchise municipal accounts. To bring a cost-effective electricity supply alternative to municipalities in northern Illinois, the Metropolitan Mayors Caucus and Energy Choices (now Satori Energy) joined forces to create the Metropolitan Energy Collaborative. The "Collaborative" sought supply from a multitude of pre-qualified suppliers to secure lower-priced electricity to municipalities. The Metropolitan Energy Collaborative continues to provide cost-effective electricity supply to municipalities for pumping and street lighting accounts. Since 2007, Oak Forest has utilized the services through the Collaborative to purchase electricity from an alternative energy supplier for its accounts.

As the City's current contract will expire in December of 2023, Satori Energy again conducted a full review of all accounts this year and recommended putting a new contract in place. **The current rate will be in the range of \$0.057-.063/kWh compared to the ComEd rate of \$0.06956/kWh for small business accounts.**

Presently, the City's electricity for these accounts is being supplied by Direct Energy. The three year supply contract expires in December 2023. Satori Energy solicited preliminary bids on the City's behalf for one, two and three year supply contracts. This memorandum includes an attachment from Satori Energy which includes a table reflecting the prices bid by several energy suppliers on October 11, 2020. The low price for each contract year was submitted by Engie Resources.

Energy suppliers will not hold their prices firm for more than 24 hours. Accordingly, it will be necessary to solicit bids once again immediately before the October 23rd City Council Meeting. Staff will provide the City Council the bid results at the meeting for discussion and action.

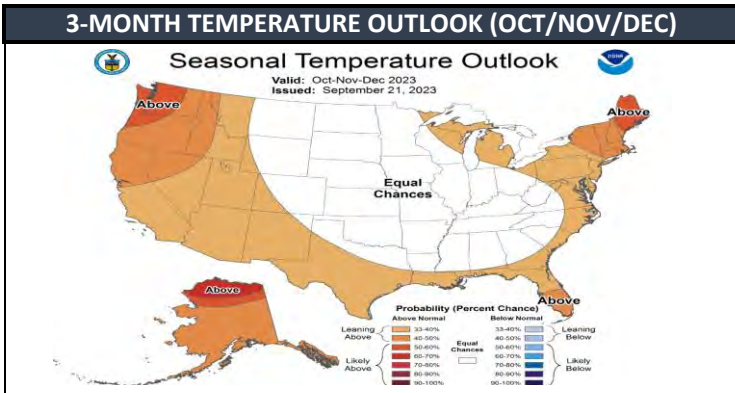
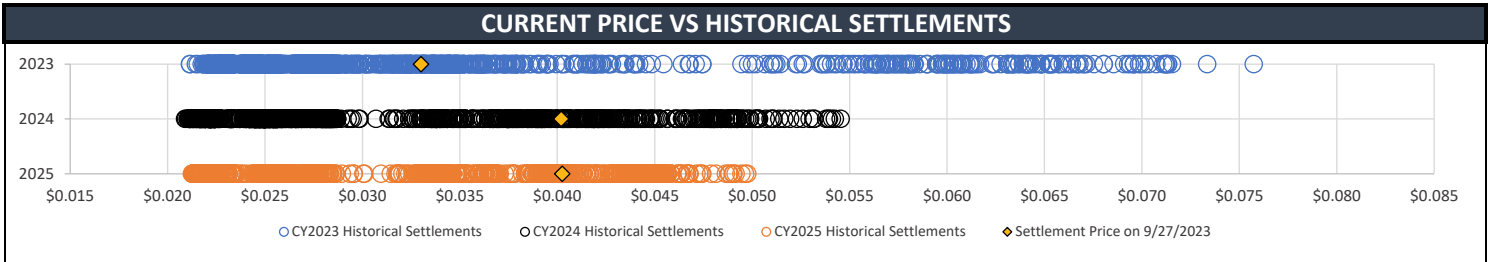
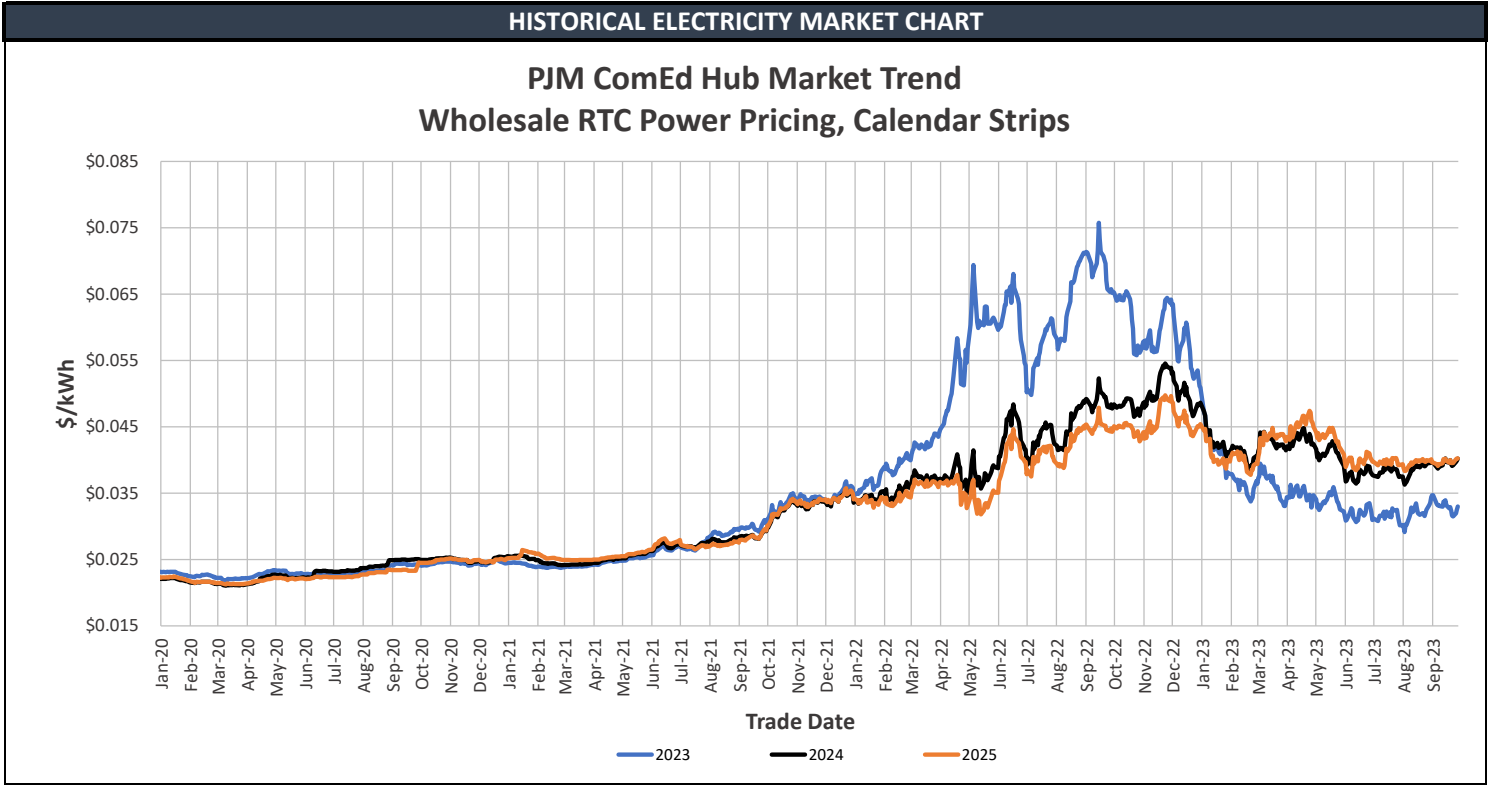
Recommendation

Move to authorize the City Administrator to execute a minimum one-year contract with Engie Resources for energy supply for the City of Oak Forest's electric accounts for a price not to exceed \$0.063/kWh (add term length).

Action Requested

Staff recommends approval to authorize the City Administrator to execute a minimum one-year contract with Engie Resources for energy supply for the City of Oak Forest's electric accounts for a price not to exceed \$0.063/kWh (add term length).

Electricity Market Update



NATURAL GAS STORAGE DATA ANALYSIS

WORKING GAS IN UNDERGROUND STORAGE

Time Frame	Storage Level (Bcf)	Today vs. Then (Bcf)	Today vs. Then (%)
Current	3,359	-	-
One Year Ago	2,962	+ 397	+ 13.4%
Five-Year Average	3,170	+ 189	+ 6.0%

The natural gas market is a strong driver of electricity pricing due to the fact that much of the marginal electric generation in the US is fueled by natural gas plants. Because the two commodities are so closely correlated it is important to understand and factor in the status of the natural gas market when making a decision regarding an electricity supply contract. Arguably the most important indicator to follow is where current natural gas storage levels are compared to historical levels, which is displayed in the table above.

City of Oak Forest

Electric Supply Pricing Proposal

QUOTE DATE:
10/11/2023

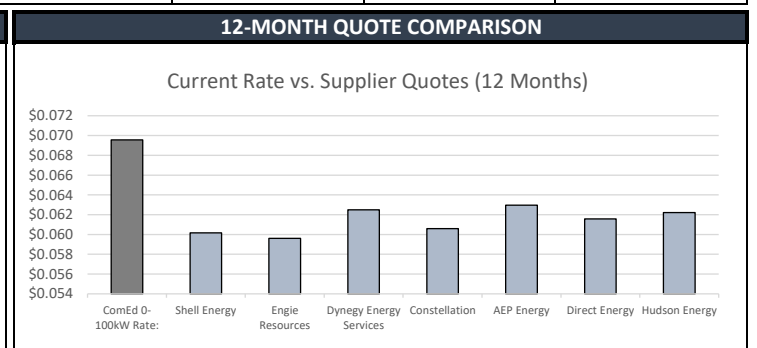
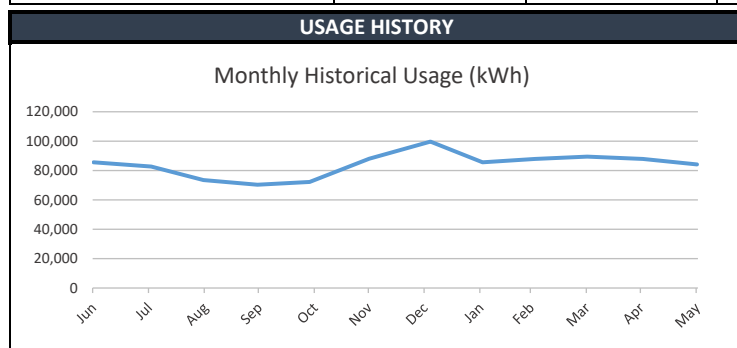


QUOTE INFORMATION	
Projected Start Date:	December 2023
Utility:	ComEd - IL
Number of Accounts:	26
Annual kWh:	1,007,169
Product Quoted:	Fixed

CURRENT PROVIDER INFORMATION	
Supply Provider:	Direct Energy
Electric Rate (\$/kWh):	\$0.04892
Contract End Date:	December 2023
Product:	Fixed
ComEd 0-100kW Rate:	\$0.06956

MOST COMPETITIVE SUPPLY QUOTES						
Term Length	Rate (\$/kWh)	Supplier	Annual Contract Expense	Annual Impact (\$)	Annual Impact (%)	Total Contract Impact (\$)
12 Months	\$0.05961	Engie Resources	\$60,037	↓ \$10,021	↓ 14.3%	↓ \$10,021
18 Months	\$0.05997	Engie Resources	\$60,400	↓ \$9,659	↓ 13.8%	↓ \$14,488
24 Months	\$0.06024	Engie Resources	\$60,672	↓ \$9,387	↓ 13.4%	↓ \$18,774
36 Months	\$0.06059	Engie Resources	\$61,024	↓ \$9,034	↓ 12.9%	↓ \$27,103

QUOTE PRESENTATION						
Supplier	12 Months	18 Months	24 Months	36 Months	Credit Status	Bandwidth
Shell Energy	\$0.06017	\$0.06117	\$0.06282	\$0.06539	Approved	100%
Engie Resources	\$0.05961	\$0.05997	\$0.06024	\$0.06059	2 Invoices Required	100%
Dynergy Energy Services	\$0.06248	\$0.06321	\$0.06353	\$0.06475	Approved	100%
Constellation	\$0.06059	\$0.06047	\$0.06094	\$0.06143	Approved	100%
AEP Energy	\$0.06295	\$0.06336	\$0.06461	\$0.06685	Approved	100%
Direct Energy	\$0.06158	\$0.06177	\$0.06331	\$0.06500	Approved	100%
Hudson Energy	\$0.06222	\$0.06270	\$0.06222	\$0.06260	Approved	100%



NOTES AND DISCLAIMERS

- Pricing as quoted is typically valid on the Quote Date; however, unforeseen market conditions could invalidate pricing without notice.
- This offer is presented on behalf of the named providers and is to the best knowledge of Satori Energy.
- Satori Energy is not responsible for any changes relative to this offer that are unknown to us.
- Historical annual kWh is determined by calculating the last 12 months of usage as provided from the local utility.
- This proposal incorporates all costs except meter rentals, facility costs, delivery costs, and any city, county, or state sales tax and gross receipts tax (which are not subject to deregulation).
- This analysis is only for the named client's review and the client agrees not to share this proprietary information with any third parties unless required by law. Either party breaking this covenant will be liable for damages.
- All suppliers retain the ability to adjust prices due to a change in law imposed by a Governmental Authority or the regional Independent System Operator ("ISO").
- All savings and expense impact figures displayed in the above proposal are estimates based on historical usage.

City of Oak Forest
Detailed Account Information

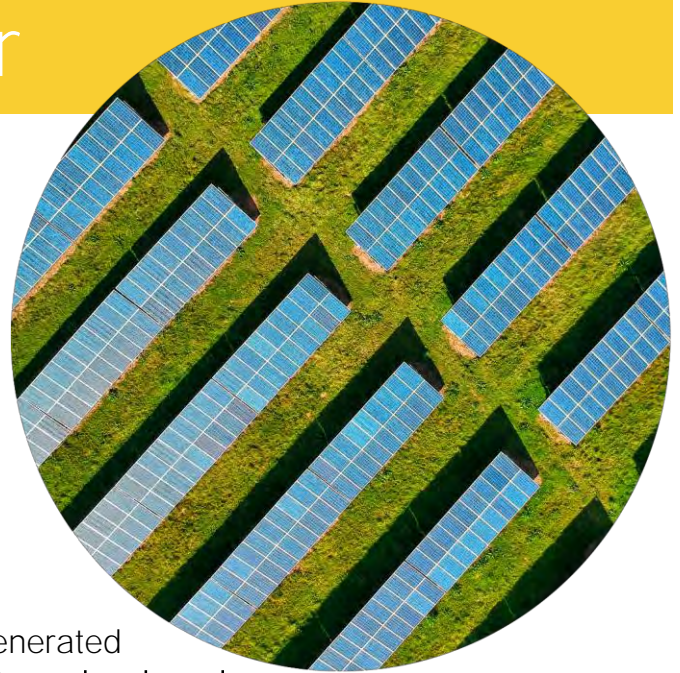


ACCOUNT INFORMATION

Utility	Account Number	Service Address	Annual Usage	% of Usage	Start Date
ComEd - IL	6843047063	15759 Lorel Ave., Pump, Oak Forest, IL 60452	181,674	18.04%	December 2023
ComEd - IL	5058092037	15757 Lorel Ave., Oak Forest, IL 60452	341,923	33.95%	December 2023
ComEd - IL	0767455005	15020 S Cicero Ave., Lift Station, Oak Forest, IL 60452	14,159	1.41%	December 2023
ComEd - IL	7023048032	15131 Crescent Green Lane, Lift Station, Oak Forest, IL 60452	2,472	0.25%	December 2023
ComEd - IL	6681156030	6255 W Carriage Way, Rear Pump, Oak Forest, IL 60452	34,645	3.44%	December 2023
ComEd - IL	6108054008	17247 S Lookwood Ave., Oak Forest, IL 60452	20,764	2.06%	December 2023
ComEd - IL	5973046011	6001 W 157th St., Booster Station, Oak Forest, IL 60452	55,556	5.52%	December 2023
ComEd - IL	5883111050	16701 Forest Oak Forest, Oak Forest, IL 60452	9,086	0.90%	December 2023
ComEd - IL	5553099027	6310 Danials Lane, Lift Station, Oak Forest, IL 60452	10,300	1.02%	December 2023
ComEd - IL	5148058016	14801 S Laramie, Oak Forest, IL 60452	2,508	0.25%	December 2023
ComEd - IL	5088161063	14600 Scarborough Lane, Lift Station, Oak Forest, IL 60452	5,218	0.52%	December 2023
ComEd - IL	4878065013	16429 S Kilborn, Oak Forest, IL 60452	11,468	1.14%	December 2023
ComEd - IL	4623128070	16116 S Laramie, Booster Station, Oak Forest, IL 60452	79,800	7.92%	December 2023
ComEd - IL	4398016025	14710 Long Oak Forest, Oak Forest, IL 60452	34,494	3.42%	December 2023
ComEd - IL	3543064038	6650 W 147th St., Lift Station, Oak Forest, IL 60452	5,498	0.55%	December 2023
ComEd - IL	3003095013	15300 Lavergne, Lift Station, Oak Forest, IL 60452	59,648	5.92%	December 2023
ComEd - IL	1883148044	15801 S Cicero Ave., Camera, Oak Forest, IL 60452	691	0.07%	December 2023
ComEd - IL	1833088020	15020 S Cicero Ave., Lift Station, Oak Forest, IL 60452	14,774	1.47%	December 2023
ComEd - IL	1387597007	0 N 159th St., Oak Forest, IL 60452	2,590	0.26%	December 2023
ComEd - IL	1219780007	1 N Waverly Ave., ES Cicero, Oak Forest, IL 60452	16,784	1.67%	December 2023
ComEd - IL	0883839003	157th St., 1E Long Ave., Oak Forest, IL 60452	1,944	0.19%	December 2023
ComEd - IL	0811019002	15601 Cicero Ave., Oak Forest, IL 60452	1,546	0.15%	December 2023
ComEd - IL	0727160009	6622 Victoria Dr., Oak Forest, IL 60452	1	0.00%	December 2023
ComEd - IL	0258056067	15490 S Oak Park Ave., Water Tower, Oak Forest, IL 60452	88,099	8.75%	December 2023
ComEd - IL	0108084073	16333 S Kilbourn, Oak Forest, IL 60452	1,272	0.13%	December 2023
ComEd - IL	0046488000	15300 Briar Lane, Oak Forest, IL 60452	10,255	1.02%	December 2023

Go Green and Save Money with Community Solar

Eligible customers within select utilities are able to enroll in Community Solar programs without installing any solar panels at their property. These programs allow businesses to support clean, local, renewable energy, in addition to providing savings on their electricity bills.



Community Solar programs offer solar energy that is generated from local “solar farms”, or solar array installations that are developed specifically for Community Solar programs, to utility customers within the region. The energy from these solar farms is fed into the local electricity grid, allowing local customers to take advantage of the renewable resource. In addition to committing to and supporting sustainable energy, these programs offer significant guaranteed savings on your electricity bills.

How does Community Solar work?

When enrolled in a Community Solar program, your business subscribes to purchase credits from a solar farm developer. Then, your business will receive a discount on a portion of your electricity costs for those credits on your utility bill each month. The amount of the discount varies based on the state and utility, but the discount is guaranteed for the life of the enrollment, which typically ranges from 3-30 years depending on the program. These agreements can often be cancelled at any time without penalty, effectively making it a zero-risk decision to enroll.

Is my business eligible for Community Solar?

Eligibility for Community Solar programs varies from state-to-state, and these programs tend to become “fully subscribed” very quickly upon their announcement. Community Solar programs are either currently available or will soon be coming online soon in Illinois (ComEd, Ameren), Massachusetts (NGrid, Eversource), and New York (Central Hudson, NGrid, NYSEG, RG&E, and Orange & Rockland). For additional information, as well as eligibility requirements, please contact your Satori Energy representative!





PHONE + FAX

P: (312) 850-2300
F: (312) 264-6200

ADDRESS

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Suite 800
Chicago, IL 60606

ONLINE

www.satorienergy.com
 @satorienergy
 @satorienergy



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: October 24, 2023
TO: Mayor Kuspa, City Council
FROM: Michael Salamowicz, Director of Public Works
SUBJECT: APPROVAL OF ORDINANCE # 2023-10-1002O, AUTHORIZATION FOR DISPOSAL/
SALE OF CITY OWNED PROPERTY

Background:

The City owned vehicles/equipment described below have reached end of life and are no longer suitable to remain in the City owned fleet. I am seeking approval for the disposal or sale of said vehicles/equipment.

- 2006 Case Loader Backhoe Serial #N5C387513

Recommendation

Authorize ordinance # 2023-10-1002O for the sale/disposal of the City owned property.

Action Requested

Authorize ordinance # 2023-10-1002O for the sale/disposal of the City owned property.

CITY OF OAK FOREST

ORDINANCE NO. 2023-10-10020

**AUTHORIZING THE DISPOSAL/ SALE OF PROPERTY
OWNED BY THE CITY OF OAK FOREST**

Passed by the City Council, October 24, 2023

Published in pamphlet form by authority of the City Council
Of the City of Oak Forest, Cook County, Illinois,
This October 24, 2023

CITY OF OAK FOREST COOK
COUNTY, ILLINOIS

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

City Clerk

ORDINANCE NO. 2023-10-1002O

AUTHORIZING THE DISPOSAL OR SALE OF PROPERTY OWNED BY THE CITY OF OAK FOREST

WHEREAS, in the opinion of a majority of the corporate authorities of the City of Oak Forest, it is no longer necessary, useful, or in the best interest of said jurisdiction to retain ownership of the property hereinafter described.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OAK FOREST:

SECTION ONE

Pursuant to Chapter 65, Section 5/11-76-4 of the 2000 Illinois Compiled Statutes, I, Henry L. Kuspa, Mayor, and the City Council of the City of Oak Forest find that the following described property now owned by said City of Oak Forest would be best served by the sale/disposal of the following property:

- 2006 Case Loader Backhoe Serial #N5C387513

SECTION TWO

The City Clerk for the City of Oak Forest is hereby authorized to direct disposal and sale or transfer of the aforementioned property including but not limited to public auction, city website, newspaper advertisement, direct sale, or direct salvage disposal.

SECTION THREE

This ordinance shall be in full force and effect from and after its passage by a vote of a majority of the corporate authorities, and approval in the manner provided by law.

ORDINANCE NO. 2023-10-1002O

Approved by me this 24th day of
October, 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole
Tormey, City
Clerk

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



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: October 24, 2023
TO: Mayor Kuspa, City Council
FROM: Michael Salamowicz, Director of Public Works
SUBJECT: 2023 Case 580SV Backhoe-Loader

Background

As the Council members know, the City's Capital Improvement Plan is a five-year projection of expenditures for a variety of capital projects and equipment purchases. For FY2023-2024, the Public Works CIP program includes the purchase of a new backhoe and street sweeper.

We met with the City's mechanics and operators, to determine the required specifications and options for the new backhoe-loader. Based on these conversations, it was determined that the mechanics and operators wanted to continue with the Case brand equipment.

The FY2023-2024 budget includes \$200,000 for the purchase of a new backhoe-loader. In researching the purchase of the new backhoe-loader, staff contacted McCann Industries, which is a local dealer for Case Equipment. After meeting onsite with the representative from McCann, they were able to provide the City with a demo unit to inspect. Based on inspections by our mechanics and operators, it was determined that the unit would meet the needs of the City. Rather than order a new Case 580SV backhoe-loader, which would take approximately 1-year to be manufactured and delivered, we are seeking to purchase the demo unit, which has a total of 6.5 hours of use on the meter.

The list price for the new Case 580SV backhoe-loader is \$219,255.00. However, the Sourcewell price, with freight/prep/pre-delivery/add. warranty is \$153,301.33.

Sourcewell streamlines the procurement process by developing RFPs for national, competitive solicitations that meet or exceed local requirements. Where cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement defined by the American Bar Association Model Procurement Code for State and Local Governments.Units" as

It should be noted that the current lead time to order a new backhoe-loader is approximately 1-year, from the time of order.

We are seeking to purchase a 2023 Case, Model 580SV Backhoe-Loader, with 6.5 hours, Serial Number #NZHH11246, for the not to exceed amount of \$154,000. This includes the 4 in 1 bucket, 24" bucket and 36" ditch bucket.

Recommendation

Approval of the purchase of the 2023 Case, Model 580SV Backhoe-Loader, for a not to exceed amount of \$154,000.

Action Requested

Staff recommends approval of the purchase of the 2023 Case, Model 580SV Backhoe-Loader, for a not to exceed amount of \$154,000.

EQUIPMENT SALES ORDER

CUSTOMER/PURCHASER NAME			CUSTOMER NUMBER		ORDER DATE
D/B/A			ACCOUNT MANAGER		CUSTOMER PO #
STREET ADDRESS			WRITTEN BY		CUSTOMER JOB #
CITY	STATE	ZIP	COUNTY		
CELL PHONE	BUSINESS PHONE	BUSINESS FAX	E-MAIL		

NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED

DELIVERY TO BE MADE ON OR BEFORE			OR AS SOON AS POSSIBLE			
DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE)				CITY, STATE		ZIP
QUANTITY		YEAR	HOURS	MAKE, MODEL, DESCRIPTION	SERIAL NUMBER	CASH PRICE EACH ITEM
NEW	USED					
						\$
						\$
						\$
						\$
						\$
						\$
						SELLING PRICE
						\$

TRADE-IN EQUIPMENT

TRADE-IN SHIP TO: Bolingbrook McHenry Schererville

TRANSPORTATION TO BE PAID BY: CUSTOMER MCCANN

YEAR	HOURS	DESCRIPTION			TRADE ALLOWANCE	AMT OWING	NET TRADE ALLOWANCE	OWED TO WHOM	NOTE #
		MAKE	MODEL	SERIAL#					
TOTAL TRADE ALLOWANCE									

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except as shown above.

OTHER FEES

1. Doc Fees	\$ _____
2. License & Title	\$ _____
3. Extended Service Contract	\$ _____
4. Physical Damage Insurance	\$ _____
5. Total Other Fees (1+2+3+4)	\$ _____

1. SELLING PRICE	\$ _____
2. TRADE ALLOWANCE (per above)	\$ _____
3. NET PRICE (1-2)	\$ _____
4. LOCAL SALES TAX _____ City _____ Rate	\$ _____
5. AMOUNT OWING	\$ _____
6. FREIGHT	\$ _____
7. OTHER FEES (per left column)	\$ _____
8. TOTAL PRICE (3+4+5+6+7)	\$ _____
9. CASH WITH ORDER	\$ _____
10. RENTAL CREDIT (per left column)	\$ _____
11. BALANCE ON DELIVERY (8-9-10)	\$ _____

RENTAL CREDIT CALCULATION

1. # Months	_____
2. Monthly Rental Rate	\$ _____
3. Total Rental (1x2)	\$ _____
4. % Credit Granted	_____
If purchased within:	
0-30 days.....	100% applied
31-60 days.....	90% applied
61 & after.....	85% applied
5. Rental Credit (3x4)	\$ _____

TERMS: CASH ON DELIVERY
 RETAIL INSTALLMENT CONTRACT (Terms Subject to Credit Approval)
 If retail contract, indicate desired length of contract _____ years
 If retail contract, indicate desired interest rate _____ %

ALL TERMS SUBJECT TO CREDIT APPROVAL

PLEASE SEE REVERSE SIDE FOR TERMS AND SIGNATURE

PAGE 1 OF 2

BASE WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified Case warranty

WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other manufacturer's warranty

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OF WARRANTIES unless otherwise stated in writing below.

EXTENDED SERVICE CONTRACT

_____ Accept _____ Decline \$ _____ Deductible

Full Machine Power Train Power Train + Hydraulics Power Train + Electronics _____ Hours _____ Months

purchased, the term of the extended service contract begins concurrently with the base warranty start date and ends with extended service contract expiration date or maximum hours (whichever comes first).

PREVENTATIVE MAINTENANCE PACKAGE

_____ Accept _____ Decline

Quote Number _____ Initial _____ Initial _____
Purchase Price \$ _____ Term: _____ Years _____ Hours Financed with Machine: Yes No

PREVENTATIVE MAINTENANCE PACKAGE SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

PHYSICAL DAMAGE INSURANCE

_____ Accept _____ Decline \$ _____ Deductible

Premium Calculation:

Selling Price of Equipment (excluding sales tax)	X	Monthly Rate	X	Number of Months	=	Total Premium
\$	X	X	X	=	\$	

SALES AGREEMENT

The Customer requests that McCann Industries, Inc. ("hereinafter referred to as "McCann"), sell, rent, loan, demo, service, and repair goods and equipment on account in consideration of which the Customer and McCann agree as follows:

Payment for equipment is due at time of order and in no event shall equipment be delivered prior to full settlement. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by McCann according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the Customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. Customer agrees to pay McCann a reasonable processing fee to cover any check returned by Customer's bank as unpaid. If the Customer fails to pay pursuant to the terms of this agreement and McCann elects to take action to collect this Account, the Customer shall pay all costs incurred by McCann including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. THE CUSTOMER ASSIGNS AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED TO McCANN UNDER THIS ACCOUNT ALL OF THE CUSTOMER'S PRESENTLY OWNED AND EXISTING AND HEREAFTER ACQUIRED AND ARISING: ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, EQUIPMENT, INVENTORY, AND ALL PROCEEDS OF THE FOREGOING COLLATERAL. CUSTOMER APPOINTS ANY REPRESENTATIVE OF McCANN AS CUSTOMER'S ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THE SECURITY INTEREST. THIS TRANSACTION SHALL BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS, AND JURISDICTION AND VENUE FOR THE HEARING FOR ANY MATTER IN DISPUTE SHALL BE WITH THE DUPAGE COUNTY CIRCUIT COURT OF ILLINOIS. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement. At McCann's sole discretion, any deposition will take place in DuPage County.

Time is of the essence of this contract and if Customer fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness or contract held by the McCann or Assignee, or if proceedings are instituted against Customer under any bankruptcy or insolvency law or Customer makes an assignment for the benefit of creditors or if for any reason the McCann deems himself insecure and so declares all payments heretofore made by Customer shall be retained by the McCann and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and McCann may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or McCann may require Customer to assemble the property and make it available at a place designated by McCann. McCann may resell the retaken property at public or private Sales in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Customer agrees to pay any deficiency upon demand by McCann, and surplus, however, shall be paid to Customer. Said retaking or repossession shall not be deemed rescission of the contract. McCann may exercise any other rights and remedies provided by applicable law. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased, loaned, used for demo or rented from McCann and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the sale, rental, demo or repair of any material or equipment. The Customer also acknowledges that it is their responsibility to comply with the manufacturer's instructions in regard to storage, preparation, mixing, and application of materials and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the materials. MCCANN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AS TO THE EQUIPMENT'S MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. The Customer also waives any liability upon McCann for any direct, special, or consequential damages that Customer may suffer. The exact manner in which this equipment will be used and the qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the McCann, therefore McCann expressly disclaims any responsibility for Customer's compliance or failure to comply with OSHA and/or other governmental safety or health regulations or standards.

The Customer authorizes any of its employees it sends to McCann to deliver or pick up equipment or materials, for purchase, loan, demo, rental, or repair, to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. If McCann's employees assist in loading or unloading, the Customer agrees to assume the risk of, and hold McCann harmless from, any property damaged or personal injuries attributable to the negligence of McCann, including McCann's employees. In the event the Customer directs McCann to deliver any material or equipment, and the Customer does not have a representative present at the time of delivery, the Customer authorizes McCann to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. McCann's use of a purchase order number is for Customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the Customer has had possession, or the right to possession of the items charged. Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the agreement are the quantities delivered and (b) there are no visible defects in the material. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives McCann written notice by certified mail-return receipt requested within three (3) days of delivery, the Customer waives any claim he may have against McCann for any determinable deficiency or defect in said delivery, product, or repair, and any objection he may have to the amount of the invoice.

The Customer shall indemnify and hold McCann harmless against any and all claims, demands, liabilities, losses, damages, and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss damage, destruction, return, surrender, sale or disposition of the material and/or equipment purchased, loaned, used for demo or rented from McCann. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment. McCann shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of McCann, including but not restricted to acts of God, floods, fire, storm, acts of civil and military authorities, war and insurrections.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance. Customer authorizes McCann to insert the serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said equipment.

Customer represents that he has read and has been afforded the opportunity to read the terms of this agreement and agrees to be bound by them.

IT IS UNDERSTOOD THAT THIS IS THE ENTIRE AGREEMENT BETWEEN PARTIES AND IS SUBJECT TO ACCEPTANCE AT ADDISON, ILLINOIS.

PURCHASER:

ACCOUNT MANAGER: _____ (COMPANY) _____

BY: _____ **DATE:** _____ **BY:** _____ **DATE:** _____
Authorized Signature Authorized Signature

ACCEPTED: MCCANN INDUSTRIES, INC. **NAME:** _____ **TITLE:** _____
Print Name

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised. You are entitled to an exact and completely filled-in copy of this Contract when you sign it. Keep it to protect your legal rights.

REV. 7/2007

PAGE 2 OF 2

Illinois			Indiana			
Addison 543 S. Rohlwing Rd. Addison, IL 60101 Phone: (630) 627-0000 Fax: (630) 627-8711	Bolingbrook 250 E. North Frontage Rd. Bolingbrook, IL 60440 Phone: (630) 739-7770 Fax: (630) 739-7699	Chicago 2350 S. Laffin St. Chicago, IL 60608 Phone: (312) 942-9200 Fax: (312) 421-3502	Crestwood 4701 West 137th St. Crestwood, IL 60445 Phone: (708) 597-3110 Fax: (708) 597-9945	McHenry 4102 W. Crystal Lake Rd. McHenry, IL 60050 Phone: (815) 385-0420 Fax: (815) 385-2975	Wauconda 1360 N. Rand Rd. Wauconda, IL 60084 Phone: (847) 526-9444 Fax: (847) 526-9448	Schererville 1133 Indianapolis Blvd. Schererville, IN 46375 Phone: (219) 865-6545 Fax: (219) 865-0269