

CITY OF OAK FOREST
City Council Meeting

Meeting Agenda

Tuesday, December 9, 2025 – 7:30 p.m.

City Council Chambers



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

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

1. Pledge of Allegiance
2. Roll Call
3. Announcements
 - A. Oath of Office/Installation of newly appointed 7th Ward Alderperson Ericka Vetter
 - B. Mayoral Proclamation: 2025 Oak Forest High School Varsity Football Team
 - C. Mayoral Proclamation: 2025 Oak Forest Raiders Football Teams
4. Citizen Participation ([Policy](#))
5. Motion to establish Consent Agenda
6. Consent Agenda
 - A. Consideration of the following list of bills dated:
 1. Regular Bills - FY 2025-2026
 2. Supplemental Bills - FY 2025-2026

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B. Consideration of the following minutes:

- | | | |
|---------------------------------|---|------------------------|
| 1. City Council | - | 10/28/2025; 11/11/2025 |
| 2. Committee of the Whole | - | 11/11/2025 |
| 3. Fire & Police Commission | - | 9/24/2025; 11/5/2025 |
| 4. ETSB | - | 11/4/2025 |
| 5. Planning & Zoning Commission | - | 11/19/2025 |

7. Finance

- A. Approval of Ordinance 2025-12-11210, Abate Certain Taxes for the City of Oak Forest, County of Cook, State of Illinois, for the Fiscal Year Commencing on the First Day of May, 2025 and Ending on the Thirtieth Day of April 2026 (Series 2015A and Series 2015B). See attached memorandum and supporting documentation from Finance Director Colleen Julian.
- B. Approval of Ordinance 2025-12-11220, Abate Certain Taxes for the City of Oak Forest, County of Cook, State of Illinois, for the Fiscal Year Commencing on the First Day of May, 2025 and Ending on the Thirtieth Day of April 2026 (Series 2016A). See attached memorandum and supporting documentation from Finance Director Colleen Julian.
- C. Approval of Ordinance 2025-12-11230, Levying Taxes for the City of Oak Forest, County of Cook, State of Illinois, for the Fiscal Year Commencing on the First Day of May, 2025 and Ending on the Thirtieth Day of April 2026. See attached memorandum and supporting documentation from Finance Director Colleen Julian.
- D. Approval of Ordinance 2025-12-11260, Amending Ordinance 2025-07-11010 to Implement a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax. See attached memorandum and supporting documentation from Finance Director Colleen Julian.

8. Community Development

- A. Approval of Ordinance 2025-12-11240, Authorizing a Text Amendment to Update the Following Provisions of the Oak Forest Zoning Code: Appendix A: Zoning Table of Uses, Regarding the Allowance of Crematoriums. See attached memorandum with supporting details from Assistant Director of Community and Economic Development Paul Ruane.

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- B. Approval of Ordinance 2025-12-11250, Authorizing a Text Amendment to Update the Following Provisions of the Oak Forest Zoning Code: 9-106 Sign Code Regulations, Section 11-201 Applications and Section 11-403 Variations. See attached memorandum with supporting details from Assistant Director of Community and Economic Development Paul Ruane.
 - C. Approval of Ordinance 2025-12-11270, Authorizing an Amendment of Title XI: Business Regulations in the City of Oak Forest City Code. See attached memorandum with supporting details from Assistant Director of Community and Economic Development Paul Ruane.
 - D. Approval of Resolution 2025-12-0508R, Authorizing Execution of a Tree Inventory and Management Plan Partnership Agreement with Trees Forever. See attached memorandum with supporting details from Assistant Director of Community and Economic Development Paul Ruane.
9. Administration
- A. Approval of Resolution 2025-12-0509R, Encouraging Participation and Designation of a Representative to SSMMA’s Environmental Justice Committee. See attached memorandum with supporting details from City Administrator Moses Amidei.
 - B. Approval of Ordinance 2025-12-11280, Amending the Code of Ordinances of the City of Oak Forest Regarding Parking Restrictions on City Property Not Designated for Public Parking. See attached memorandum with supporting details from City Administrator Moses Amidei.
 - C. Approval of Resolution 2025-12-500R, Authorizing the Execution of a Memorandum of Understanding Implementing a Healthcare Funding Plan (VEBA) For the Oak Forest Public Works Teamsters Local 700. See attached memorandum with supporting details from HR Manager Bridget Parfitt.
10. Old Business
11. New Business
12. Executive Session
13. Adjournment



OAK FOREST
PROCLAMATION
2025-12-0318P

RECOGNIZING THE 2025 OAK FOREST HIGH SCHOOL VARSITY FOOTBALL TEAM

WHEREAS, the 2025 Oak Forest High School Varsity Football Team is guided by first year Head Coach Zac Sadek; and,

WHEREAS, the team recently celebrated a historic achievement by advancing to the Illinois State Semifinals for the first time since 2008; and,

WHEREAS, the Bengals had an impressive season record of 11 wins and 2 losses and also won the South Suburban Blue Conference Championship; and,

WHEREAS, Danny Chopp was the South Suburban Blue Conference Player of the Year and was also named an IHSA Class 5A All-State QB; and,

WHEREAS, the following student athletes received All-Conference awards: Bryce Hoffman, Andrew Dawson, Neiko Lefore, Louie Staszak, Kevin Sullivan, Chris Jensen, Joe Farrell, Niko Aldarondo and Will McMaster; and,

WHEREAS, the following student athletes received All-Conference Honorable Mention awards: Devin Booth and George Skirha.

NOW, THEREFORE, BE IT RESOLVED THAT I, James Hortsman, Mayor of the City of Oak Forest and the Oak Forest City Council hereby recognize and congratulate the staff, coaches and student athletes of the 2025 Oak Forest High School Varsity Football Team on their historic and outstanding season.

PASSED THIS 9th DAY OF DECEMBER, 2025

Mayor Jim Hortsman

City Clerk Nicole Tormey
Attest



OAK FOREST
PROCLAMATION
2025-12-0319P

RECOGNIZING THE 2025 OAK FOREST RAIDERS FOOTBALL TEAMS

WHEREAS, the Oak Forest Youth Football League was established in 1971 as the Oak Forest Jets and became the Oak Forest Raiders in 1973; and,

WHEREAS, with an average yearly enrollment of approximately 300 kids between the ages of 5 and 14, the Oak Forest Raiders have “graduated” 16,000 Oak Forest youths from its program – one that has become a powerhouse in the Southwest Midget Football League; and,

WHEREAS, the Oak Forest Raiders is an all-volunteer organization whose goal is to teach the fundamentals of football and cheerleading while promoting good sportsmanship amongst its participants in efforts for all to become model citizens; and,

WHEREAS, during the 2025 season, football teams representing the Raiders organization did very well:

- Four teams (Varsity, Junior Varsity, Pee Wee and Widget) made the playoff semifinals;
- Two teams (Junior Varsity and Pee Wee) made the Super Bowl finals;
- The Pee Wee Team (ages 10 and 11) finished the season with an 8 and 3 record and became Super Bowl Champions.

NOW, THEREFORE, BE IT RESOLVED THAT I, James Hortsman, Mayor of the City of Oak Forest and the Oak Forest City Council hereby recognize and congratulate the Oak Forest Raiders for their outstanding season as well as for all of their efforts on behalf of our Oak Forest community.

PASSED THIS 9th DAY OF DECEMBER, 2025

Mayor Jim Hortsman

City Clerk Nicole Tormey
Attest



Notice Agenda Item

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
ABBEY HAND	12022025 REF HAND	12/03/25	243.43	99-00-1115 UTILITY CASH CLEARING	REFUND- DOUBLE PAYMENT FINAL WATER		1225
ADVOCATE OCCUPATIONAL HEALTH	21155336	11/02/25	99.00	01-04-5515 UNION HEALTH BENEFITS	Act# 2600001788 - PW - Hep B Vaccine		
AIR ONE EQUIPMENT INC*	229148	11/21/25	1,105.00	01-02-5314 FF PROTECTIVE GEAR	altair 4XR: 4-gas monitor w/110V charger		
AIR ONE EQUIPMENT INC*	229454	12/02/25	528.00	01-02-5314 FF PROTECTIVE GEAR	Firefighting gloves		
AIR ONE EQUIPMENT INC*	229521	12/03/25	441.25	01-02-5314 FF PROTECTIVE GEAR	Gear Repair for coat		
AIRGAS USA LLC*	5520626651	11/30/25	407.10	01-02-5317 EMS SUPPLIES	Payer: 3439471 FD1 Oxygen		
AIRGAS USA LLC*	5520626784	11/30/25	372.90	01-02-5317 EMS SUPPLIES	Payer: 3439471 FD2 Oxygen		
AIRGAS USA LLC*	5520834035	11/30/25	1,039.05	02-17-5332 COMPRESSED GAS & CHEMICALS	Payer: 2059598 Acetylene, Oxygen		
Align Networks Inc	50353861 TL Vchr 670	12/01/25	333.65	01-03-5517 WORKER'S COMP INSURANCE	PT-Physical Therapy -Claim # 250825W012 10/17/25-TL-Voucher #670		
Align Networks Inc	50367790 TL vchr 663	11/24/25	338.72	01-03-5517 WORKER'S COMP INSURANCE	PT-Physical Therapy -Claim # 250825W012 10/20/25-TL-Voucher #663		
Align Networks Inc	50380177 TL Vchr 662	11/24/25	333.65	01-03-5517 WORKER'S COMP INSURANCE	PT-Physical Therapy -Claim # 250825W012 10/21/25-TL-Voucher #662		
Align Networks Inc	50432197 TL Vchr 671	12/01/25	333.65	01-03-5517 WORKER'S COMP INSURANCE	PT-Physical Therapy -Claim # 250825W012 10/27/25-TL-Voucher #671		
ALL AMERICAN AWARDS & APPAREL INC	20904	11/20/25	252.00	01-01-5311 SPECIAL EVENTS	signs -JJ		
Allegra Marketing Print Mail*	50081	11/26/25	99.00	01-03-5302 PRINTING	business cards-Doomkaat		
Alliant Insurance Services Inc	3206862	12/01/25	1,312.80	02-17-5503 PROFESSIONAL SERVICES	OakFore-04 13988945 2nd Quarterly Installment - Service fee		
Alliant Insurance Services Inc	3206862	12/01/25	11,815.20	01-01-5503 PROFESSIONAL SERVICES	OakFore-04 13988945 2nd Quarterly Installment - Service fee		
Alliant Insurance Services Inc	3334119	12/01/25	9,315.00	01-01-5518 LIABILITY INSURANCE	OakFore-04 Commercial Cyber Liability - Premium, Surplus Line Taxes, Stamping Fees - Policy #H25NGP264286-00		
Alliant Insurance Services Inc	3334151	12/01/25	7,124.00	01-01-5518 LIABILITY INSURANCE	OakFore-04 14752746,47,48,49 Pollution Liability-Policy # IRONTX14208903		
AMALGAMATED BANK OF CHICAGO*	5909 GOB 2015A 12-15-25	11/24/25	93,662.50	02-17-5701 BOND INTEREST EXPENSE	TRUST# 1855909008 GOB SERIES 2015A INTEREST		
AMALGAMATED BANK OF CHICAGO*	5909 GOB 2015A 12-15-25	11/24/25	260,000.00	02-17-5702 BOND PRINCIPAL PAYMENT	TRUST# 1855909008 GOB SERIES 2015A PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-25	11/24/25	24,084.00	02-17-5701 BOND INTEREST EXPENSE	TRUST#1855910005 Bond Series 2015B Interest		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-25	11/24/25	203,000.00	02-18-5702 BOND PRINCIPAL PAYMENT	TRUST#1855910005 Bond Series 2015B Principal		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-25	11/24/25	9,366.00	02-18-5701 BOND INTEREST EXPENSE	TRUST#1855910005 Bond Series 2015B Interest		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-25	11/24/25	522,000.00	02-17-5702 BOND PRINCIPAL PAYMENT	TRUST#1855910005 Bond Series 2015B Principal		
AMALGAMATED BANK OF CHICAGO*	6274 GORB 2016A 12-15-25	11/24/25	81,500.00	26-00-5701 BOND INTEREST EXPENSE	Trust#1856274003 REF BOND SERIES 2016A INTEREST		
AMALGAMATED BANK OF CHICAGO*	6274 GORB 2016A 12-15-25	11/24/25	305,000.00	26-00-5702 BOND PRINCIPAL PAYMENT	Trust#1856274003 REF BOND SERIES 2016A PRINCIPAL		
AMAZON CAPITAL SERVICES INC*	137G-HND1-CL7V	11/20/25	1,250.40	01-04-5402 VEHICLE MAINTENANCE	cord management & reels - drop cords to charge equipment		
AMAZON CAPITAL SERVICES INC*	14QX-YM4T-PGCT	11/24/25	246.44	01-08-5336 FLAGS & DECORATIONS	Wreaths and wreath storage bags - City Hall		
AMAZON CAPITAL SERVICES INC*	16KH-XXP7-WPLK	11/29/25	9.86	01-01-5301 OFFICE SUPPLIES	document holder stand		
AMAZON CAPITAL SERVICES INC*	1746-RQ3K-DYRN	12/01/25	1,005.24	01-04-5402 VEHICLE MAINTENANCE	automatic battery charger for vehicles		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
AMAZON CAPITAL SERVICES INC*	1KCP-J7NQ-6HR3	11/27/25	178.66	01-04-5401	EQUIPMENT MAINTENANCE	square hole strainer, hose fitting	
AMAZON CAPITAL SERVICES INC*	1TNC-3R64-9WFL	11/24/25	54.76	01-01-5301	OFFICE SUPPLIES	coffee, wrist pad	
AMAZON CAPITAL SERVICES INC*	1V96-VPCG-6XHG	11/25/25	39.98	01-03-5604	MISC EQUIPMENT	Pelican 1200 Foam Set	
AMAZON CAPITAL SERVICES INC*	1VKK-6QGQ-1NFX	12/01/25	399.04	01-04-5327	SAFETY-OSHA REQUIREMENTS	Headlamps- for night work	
AMAZON CAPITAL SERVICES INC*	1XDG-YXPY-RTJP	11/21/25	119.99	01-03-5320	COMMUNITY RELATIONS	Office chair	
AMERICAN BODY COMPANY*	SAF20115	11/26/25	156.00	01-04-5402	VEHICLE MAINTENANCE	Single wheel axle, dual wheel axle - #14, #9, #23, #8	
AMERICAN BODY COMPANY*	SAF20115	11/26/25	38.00	01-02-5402	VEHICLE MAINTENANCE	Single wheel axle, dual wheel axle - #A139	
AMERICAN MESSAGING	U1109710ZL	12/01/25	196.38	01-04-5305	TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710ZL	12/01/25	40.85	02-17-5305	TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710ZL	12/01/25	33.52	02-18-5305	TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710ZL	12/01/25	7.97	01-01-5305	TELEPHONE	ACT# U1-109710	
AMERICAN MESSAGING	U1109710ZL	12/01/25	7.97	01-11-5305	TELEPHONE	ACT# U1-109710	
BEACON SSI INC*	0000118181	11/29/25	230.00	01-04-5401	EQUIPMENT MAINTENANCE	30 Day Walkthrough Inspection November	
BEACON SSI INC*	0000118213	11/29/25	1,200.00	01-04-5401	EQUIPMENT MAINTENANCE	Precision tank test for Gas and Diesel tanks	
BOUND TREE MEDICAL LLC	86007075	11/25/25	1,173.20	01-02-5317	EMS SUPPLIES	Curaplex patient transporters, gloves	
C.O.P.S. and F.I.R.E. Personnel Testing*	2010	11/13/25	975.00	01-01-5209	POLICE & FIRE COMMISSION	Written Promotion Exam-Sergeant	
C.O.P.S. and F.I.R.E. Personnel Testing*	2015	11/13/25	250.00	01-01-5209	POLICE & FIRE COMMISSION	Testing book -printing fee	
CDW GOVERNMENT INC*	AG9YH7Z	11/20/25	441.84	89-00-5603	RADIO EQUIPMENT	Panorama adapt boot F/dome antenna	
CDW GOVERNMENT INC*	AH1YS5B	12/01/25	15,489.76	01-01-5602	COMPUTERIZATION	Surface Pro - WiFi	3951
CDW GOVERNMENT INC*	AH1YS5B	12/01/25	1,743.62	01-01-5602	COMPUTERIZATION	Surface Pro - WiFi 512GB	3951
CDW GOVERNMENT INC*	AH1YS5B	12/01/25	1,546.68	01-01-5602	COMPUTERIZATION	Surface Pro Keyboards	3951
CHICAGO SOUTHLAND CONVENTION & VISITORS	October 25 HI	11/24/25	1,833.08	01-01-5512	OTHER SERVICES	HOTEL TAX REMIT OCT 2025 HOLIDAY INN ONLY	
CHRISTIAN MADRID	12022025 REF MADRID	12/03/25	55.62	01-12-5659	PROPERTY IMPROVEMENT FUND	REIMBURSEMENT-LIGHT UP MY NEIGHBORHOOD	1225
Cintas	4251200977	11/25/25	462.75	01-08-5406	BUILDING MAINTENANCE	Payer# 18445520 2 4x6 Scraper, 14 3x10 Traffic, 1 4x8 Logo, 2 5x6 Logo mats	
Cintas Corporation #21	4250820396	11/21/25	194.71	01-04-5406	BUILDING MAINTENANCE	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS	
Cintas Corporation #21	4250820396	11/21/25	99.68	01-04-5313	UNIFORMS	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS	
Cintas Corporation #21	4251554482	12/01/25	194.71	01-04-5406	BUILDING MAINTENANCE	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS	
Cintas Corporation #21	4251554482	12/01/25	99.68	01-04-5313	UNIFORMS	Payer# 14485849 TOWELS, COVERS, MATS, UNIFORMS	
CITY OF OAK FOREST	11242025 PEDA TL Vchr 664	11/24/25	3,141.46	01-03-5517	WORKER'S COMP INSURANCE	PEDA-PEDA PAYMENTS 11/04/25-11/17/25 - TL -Voucher #664	
CITY OF OAK FOREST	12012025 PEDA MW Vchr 672	12/01/25	3,047.32	01-02-5517	WORKER'S COMP INSURANCE	PEDA-PEDA PAYMENTS 11/1/25-11/14/25 - MW -Voucher #672	
CITY OF OAK FOREST	12022025 HYDRANT METER	12/02/25	47.32	99-00-1115	UTILITY CASH CLEARING	HYDRANT METER-NATIONAL POWER RODDING	
CivicPlus LLC	355581	01/14/26	4,725.00	01-01-5404	COMPUTER MAINTENANCE	AudioEye	3941
Comcast	8771400960005983 Dec 25	11/19/25	27.73	01-03-5399	MISC EXPENSE	Act# 8771 40 096 0005983 Dec 25	
Comcast	8771400960005991 Dec 25	11/19/25	10.73	01-03-5399	MISC EXPENSE	Act# 8771 40 096 00005991 Dec 25	
COMED	0433921222 Nov 25	11/24/25	37.23	01-04-5307	ELECTRICITY	Act# 0433921222 Nov 25	
COMED	1453743000 Nov 25	11/21/25	224.07	01-04-5307	ELECTRICITY	Act# 1453743000 Nov 25	

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
COMED	2035421222 Nov 25	11/24/25	54.20	01-04-5307 ELECTRICITY	Act# 2035421222 Nov 25		
COMED	3310352222 Nov 25	11/22/25	26.05	01-04-5307 ELECTRICITY	Act# 3310352222 Nov 25		
COMED	3478965000 Nov 25	11/21/25	65.74	01-04-5307 ELECTRICITY	Act# 3478965000 Nov 25		
COMED	3961629111 Nov 25	11/21/25	30.69	01-04-5307 ELECTRICITY	Act# 3961629111 Nov 25		
COMED	5281239000 Nov 25	11/24/25	38.30	02-17-5307 ELECTRICITY	Act# 5281239000 Nov 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	673.93	02-17-5307 ELECTRICITY	Act# 0387364000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	53.61	02-17-5307 ELECTRICITY	Act# 0708206000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	180.71	01-04-5307 ELECTRICITY	Act# 1167911222 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	70.34	02-17-5307 ELECTRICITY	Act# 1375594000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	42.54	01-04-5307 ELECTRICITY	Act# 1425423333 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	76.29	02-18-5307 ELECTRICITY	Act# 2140425000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	2,459.85	02-17-5307 ELECTRICITY	Act# 2193417000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	47.99	02-18-5307 ELECTRICITY	Act# 2643525111 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	57.00	02-18-5307 ELECTRICITY	Act# 3733637000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	119.95	02-18-5307 ELECTRICITY	Act# 4941375000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	230.51	01-04-5307 ELECTRICITY	Act# 5350762000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	242.32	02-18-5307 ELECTRICITY	Act# 5842134000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	156.42	02-17-5307 ELECTRICITY	Act# 6037597000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	69.24	02-17-5307 ELECTRICITY	Act# 6671716000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	144.36	02-17-5307 ELECTRICITY	Act# 7190812000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	391.97	02-17-5307 ELECTRICITY	Act# 8672116000 Oct 25		
COMED	7813085454-11-11-25 - 17 accts	11/11/25	77.43	02-18-5307 ELECTRICITY	Act# 9098733000 Oct 25		
COMED	8346857000 Oct 25	11/14/25	30.21	02-17-5307 ELECTRICITY	Act# 8346857000 Oct 25		
COMED	9084342111 Nov 25	11/22/25	5,164.70	01-04-5307 ELECTRICITY	Act# 9084342111 Nov 25		
CORA STACHYRA	12022025 REF STACHYRA	12/03/25	90.65	99-00-1115 UTILITY CASH CLEARING	REFUND-DOUBLE PAYMENT FINAL WATER		1225
CORE & MAIN*	Y089264	11/11/25	1,060.96	02-17-5421 MAINTENANCE OF WATER MAINS	hymax fittings		
CORE & MAIN*	Y102557	11/12/25	2,740.72	02-17-5330 WATER METERS	IPERL 3 wire term piece l/wire w/hinged cover		3945

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
CORE & MAIN*	Y109394	11/18/25	160.00	02-18-5424 MAINTENANCE OF SEWERS	Large tool bag		
CORE & MAIN*	Y130927	11/19/25	1,740.00	02-17-5421 MAINTENANCE OF WATER MAINS	1" meter cplg - 60		
CORONA, MICHAEL*	12012025 TTD-MC-Vchr 673	12/01/25	2,988.68	01-03-5517 WORKER'S COMP INSURANCE	TTD-temp. Total Dis -Claim #240212W030-10/31/25-11/13/25 - Voucher# 673		
Dacra Adjudication System*	DT 2025-11-079	11/30/25	2,350.00	01-03-5509 COLLECTION SERVICE	DACRA MONTHLY SERVICE FEE		
DOYLE, RYAN*	11262025 EXP DOYLE	11/26/25	122.30	01-02-5313 UNIFORMS	EXP reimbursement- boots, laces		
EAGLE UNIFORM CO INC*	42742-3	12/03/25	176.75	01-03-5114 DEPARTMENT HEADS	uniform-jacket		
Ebert, Nicholas*	11222025 EXP EBERT	11/22/25	175.00	01-03-5312 TRAINING & TRAVEL	EXP reimbursement - PSI Drone Exam		
FORBES, MICHAEL*	12022025 EXP FORBES	12/02/25	335.00	01-11-5310 PROFESSIONAL DUES	EXP Reimbursement - ICMA, ICC, ILCMA memberships		
FOX, DAVID*	11222025 EXP FOX	11/22/25	175.00	01-03-5312 TRAINING & TRAVEL	EXP reimbursement - PSI Drone Exam		
HD HOSPITALITY INC	11242025 REF HD HOSPITALITY	12/03/25	99,559.23	01-12-5656 FACADE IMPROVEMENTS	REIMBURSEMENT-FAÇADE ASSISTANCE GRANT		1225
HR Green Inc.	195912	12/03/25	1,152.00	02-18-5638 SEWERS	Engineering Services to replace the Crescent Green Lift Station	3819	
IFMK LAW LTD	100050.3992_Stmt_19 JB V 665	11/24/25	640.00	01-02-5517 WORKER'S COMP INSURANCE	LGLW-Legal-JB-Claim# 231128W032-10/31/25-Voucher# 665		
IFMK LAW LTD	100050.4295_Stmt_8 RH V666	11/24/25	180.00	01-03-5517 WORKER'S COMP INSURANCE	LGLW-Legal RH-Claim# 231023W035-10/31/25-Voucher #666		
IFMK LAW LTD	100050.4296_Stmt_6 MW V667	11/24/25	20.00	01-02-5517 WORKER'S COMP INSURANCE	LGLW-Legal-MW- Claim# 250225W023-10/31/25-Voucher #667		
IFMK LAW LTD	100050.4306_Stmt_8 TW V668	11/24/25	460.00	01-03-5517 WORKER'S COMP INSURANCE	LGLW-Legal-TW-Claim #250116W038-10/31/25-Voucher #668		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008277	12/01/25	90,972.56	01-01-5518 LIABILITY INSURANCE	2025-2026 ICRMT Property and Liability Premium for Policy #P16-1000441-2526-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008277	12/01/25	71,478.44	02-17-5518 LIABILITY INSURANCE	2025-2026 ICRMT Property and Liability Premium for Policy #P16-1000441-2526-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008278	12/01/25	3,419.45	01-01-5517 WORKER'S COMP INSURANCE	2025-2026 ICRMT Workers' Comp Premium for Policy #P16- 1000441-2526-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008278	12/01/25	35,576.99	01-02-5517 WORKER'S COMP INSURANCE	2025-2026 ICRMT Workers' Comp Premium for Policy #P16- 1000441-2526-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008278	12/01/25	44,347.34	01-03-5517 WORKER'S COMP INSURANCE	2025-2026 ICRMT Workers' Comp Premium for Policy #P16- 1000441-2526-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008278	12/01/25	14,093.36	01-04-5517 WORKER'S COMP INSURANCE	2025-2026 ICRMT Workers' Comp Premium for Policy #P16- 1000441-2526-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008278	12/01/25	5,327.21	02-17-5517 WORKER'S COMP INSURANCE	2025-2026 ICRMT Workers' Comp Premium for Policy #P16- 1000441-2526-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV008278	12/01/25	3,238.65	02-18-5517 WORKER'S COMP INSURANCE	2025-2026 ICRMT Workers' Comp Premium for Policy #P16- 1000441-2526-01		
ILLINOIS FIRE & POLICE COMMISSIONERS ASN	03953	10/23/25	400.00	01-01-5209 POLICE & FIRE COMMISSION	2026 Membership Dues		
INTERNATIONAL CODE COUNCIL INC	Q15.000037973	10/31/25	170.00	01-11-5310 PROFESSIONAL DUES	Member # 5156260 Governmental Member Dues		
INTERSTATE BATTERY OF CENTRAL CHICAGO*	374037	11/24/25	481.74	01-05-5402 VEHICLE MAINTENANCE	MTP-65HD-3 - ESDA #61, #62, #59		
INTERSTATE BATTERY OF CENTRAL CHICAGO*	374227	11/26/25	563.12	01-04-5402 VEHICLE MAINTENANCE	31-MHD - 4		
INTERSTATE BATTERY OF CENTRAL CHICAGO*	374402	12/01/25	160.58	01-04-5402 VEHICLE MAINTENANCE	MTP-65HD		
INTERSTATE BATTERY OF CHICAGO	492515	11/18/25	306.04	01-04-5410 STREET MAINT/SIGNS	HSL1125 - Central Av Speed Sign		
IRISH CASTLE ASPHALT CO	25-04-0317	12/03/25	2,380.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5256 169TH PL SFR PERMIT		1225

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
JBT PAINTING*	1968	11/23/25	3,400.00	01-03-5607 BUILDING IMPROVEMENTS	Painting Interior Police Department	3946	
JOE RIZZA	743354	11/20/25	815.64	01-03-5402 VEHICLE MAINTENANCE	Repairs -#23 PD		
JOHN & DEBRA KOZAK	12022025 REF KOZAK	12/03/25	76.44	99-00-1115 UTILITY CASH CLEARING	REFUND-DOUBLE PAID WATER		1225
JULIAN, COLLEEN*	12022025 EXP JULIAN	12/02/25	38.50	01-01-5312 TRAINING & TRAVEL	EXP Reimbursement - Mileage to water meetings		
JULIAN, COLLEEN*	12022025 EXP JULIAN	12/02/25	1,090.00	01-01-5310 PROFESSIONAL DUES	EXP Reimbursement - GFOA review fee, GFOA Membership		
KELLER-HEARTT OIL*	0514384-IN	12/02/25	1,104.50	01-04-5303 GAS AND OIL	2- 55 gal Drum and Deposit AW 46		
KIMBALL MIDWEST*	103964034	11/24/25	151.14	02-17-5401 EQUIPMENT MAINTENANCE	bur		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	4,326.58	01-01-5506 LEGAL FEES-REGULAR	General		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	7,956.40	01-01-5506 LEGAL FEES-REGULAR	Labor		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	1,968.00	38-00-5506 LEGAL FEES-REGULAR	15541 S. Cicero Avenue		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	336.50	01-01-5506 LEGAL FEES-REGULAR	PROPERTY MAINTENANCE LIENS		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	432.00	01-01-5506 LEGAL FEES-REGULAR	PSEBA Benefits and Decisions		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	288.00	41-00-5506 LEGAL FEES-REGULAR	TIF No. 8 (Proposed)		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	610.50	38-00-5506 LEGAL FEES-REGULAR	Purchase and Development of Site 15541 S. Cicero		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	733.52	01-01-5506 LEGAL FEES-REGULAR	Merkle Lawsuit		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	970.70	01-01-5506 LEGAL FEES-REGULAR	Complaint for Injunctive Relief-16417 Blair Land		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	4,866.10	01-01-5506 LEGAL FEES-REGULAR	2025 Property Maintenance Lien Foreclosures		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	1,104.00	01-01-5506 LEGAL FEES-REGULAR	Clearwave Agreement		
KLEIN THORPE AND JENKINS LTD*	11302025	11/30/25	100.00	01-01-5506 LEGAL FEES-REGULAR	REFUND-BC PROCESS 4260-205		
LAW OFFICES OF JACQUELINE J AGEE PC*	130	12/01/25	500.00	01-03-5399 MISC EXPENSE	Legal services - administrative hearing officer - December		
Linde Gas & Equipment Inc*	53404017	11/22/25	53.03	02-17-5332 COMPRESSED GAS & CHEMICALS	Cust# 71421886 CYLINDER RENT IND HIGH PRESSURE		
LOOPNET	123132257	12/02/25	209.60	01-12-5309 COMMUNITY ADVERTISING	Loopnet Premium Plan		
LYNN LOBIANCO	12022025 REF LOBIANCO	12/03/25	100.00	01-12-5659 PROPERTY IMPROVEMENT FUND	REIMBURSEMENT-LIGHT UP MY NEIGHBORHOOD		1225
LYONS ELECTRIC COMPANY INC*	32750C	10/31/25	3,337.78	01-04-5409 PROPERTY DAMAGE	Repair of street lighting wires	3944	
MATYS, DANIEL*	11182025 EXP MATYS	11/18/25	288.84	01-02-5313 UNIFORMS	EXP reimbursement - uniform items- shorts and parka		
MEADE INC*	714821	11/11/25	565.07	01-04-5411 STREET LIGHT REPAIRS	Street lighting - 151st Cicero		
MEADE INC*	714822	11/11/25	3,615.63	01-04-5411 STREET LIGHT REPAIRS	Relocate Electric to Lighting Cabinet	3943	
MEADE INC*	714975	11/20/25	2,055.00	01-02-5401 EQUIPMENT MAINTENANCE	Emergency Vehicle Pre-emption - 147th & Ridgeland		
MEADE INC*	715039	11/28/25	476.32	08-00-5414 TRAFFIC SIGNAL MAINTENANCE	TRAFFIC SIGNAL INSTALLATIONS, WARNING FLASHER		
MENARDS - CRESTWOOD	78173	11/17/25	31.38	01-08-5406 BUILDING MAINTENANCE	brawny paper towels		
MENARDS - CRESTWOOD	78189	11/17/25	53.85	01-08-5406 BUILDING MAINTENANCE	zep flr cleaner, lysol toiletbowl clr		
MENARDS - CRESTWOOD	78205	11/17/25	379.80	01-08-5336 FLAGS & DECORATIONS	20' cedar garland		
MENARDS - CRESTWOOD	78255	11/18/25	16.74	01-04-5301 OFFICE SUPPLIES	swiss miss hot chocolate mix		
MENARDS - CRESTWOOD	78350	11/19/25	46.55	01-08-5406 BUILDING MAINTENANCE	brawny, red and green bulbs		
MENARDS - CRESTWOOD	78443	11/20/25	103.93	01-08-5336 FLAGS & DECORATIONS	rubber bands, 20' Cedar garland, 2 pk Stickups		
MENARDS - CRESTWOOD	78694	11/24/25	58.08	01-08-5406 BUILDING MAINTENANCE	dial soap, Mr Clean, Lysol		
MENARDS - TINLEY PARK	85093	11/17/25	154.80	01-05-5402 VEHICLE MAINTENANCE	spraypaint, wiper blades, wiper fluid		
MENARDS - TINLEY PARK	85452	11/24/25	97.01	01-03-5607 BUILDING IMPROVEMENTS	full motion mount, wall base adhesive, duplex, steel out let plate, toggle bolt		
MENARDS - TINLEY PARK	85520	11/25/25	114.93	01-05-5402 VEHICLE MAINTENANCE	RETURN- wiper blades		
MENARDS - TINLEY PARK	85582	11/26/25	95.88	01-02-5406 BUILDING MAINTENANCE	48" T8 4100K PF LED		
MENARDS - TINLEY PARK	85664	11/28/25	322.22	01-02-5406 BUILDING MAINTENANCE	mop handle, extension cords, bounty, Balsam Fir, cascade,		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
MENARDS - TINLEY PARK	85773	11/29/25	21.99	01-02-5406 BUILDING MAINTENANCE	wreath		
MENARDS - TINLEY PARK	85843	12/01/25	127.20	01-02-5406 BUILDING MAINTENANCE	shovel		
METRO POWER INC	15509	11/20/25	1,218.55	02-17-5401 EQUIPMENT MAINTENANCE	softsoap, 100CT LED vintage mini, outletplate, glade, door stop kickdown, hand warmers, ground stake, splash Generator repairs		
METROPOLITAN INDUSTRIES INC*	INV077855	10/15/25	2,760.00	02-18-5425 LIFT STATION	Repair of lift station pump.	3939	
MFASCO HEALTH & SAFETY	IN873125	12/01/25	51.26	01-04-5327 SAFETY-OSHA REQUIREMENTS	first aid supplies		
MITEL LEASING	905888017	11/27/25	215.78	01-01-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	43.16	01-02-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	388.41	01-03-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	86.31	01-04-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	10.79	01-05-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	37.76	01-10-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	140.26	01-11-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	37.76	01-12-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	64.74	02-17-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905888017	11/27/25	53.95	02-18-5305 TELEPHONE	Agreement #: 901-8081543-001		
National PELRA	20321	01/01/26	230.00	01-01-5310 PROFESSIONAL DUES	Membership# 105772500060 Bridget DiSanto		
NATIONAL POWER RODDING	12022025 REF NAT POWER	12/03/25	752.68	02-17-4818 MISCELLANEOUS INCOME	REFUND-HYDRANT METER		1225
NEXT DAY PLUS*	5365360	11/30/25	159.05	01-03-5301 OFFICE SUPPLIES	Printer cartridges - PD		
NEXT DAY PLUS*	5365360	11/30/25	232.65	01-01-5301 OFFICE SUPPLIES	Printer cartridges - Admin		
NICOR GAS	52-82-53-1000 7 Nov 25	11/24/25	69.14	02-17-5306 NATURAL GAS	Act# 52-82-53-1000 7 Nov 25		
NICOR GAS	53-30-27-1000 8 Nov 25	11/24/25	55.14	02-17-5306 NATURAL GAS	Act# 53-30-27-1000 8 Nov 25		
NICOR GAS	56-66-88-2322 4 Nov 25	11/26/25	59.05	02-17-5306 NATURAL GAS	ACT# 56-66-88-2322 4 Nov 25		
Oak Forest High School Music Boosters	12425	12/04/25	250.00	01-01-5207 SR. CITIZENS COMMISSION	Senior Luncheon Entertainment		
O'CONNOR LAW OFFICES LLC*	1602	12/01/25	1,666.66	01-01-5507 LEGAL FEES-PROSECUTOR	DECEMBER PROSECUTOR RETAINER FOR COURT KEYS H and Y at BRIDGEVIEW COURTHOUSE		
O'REILLY AUTO PARTS	3380-184327	11/25/25	23.16	01-04-5402 VEHICLE MAINTENANCE	brakeclean		
ORLAND FIRE PROTECTION DISTRICT	15148	11/17/25	12,710.00	01-02-5512 OTHER SERVICES	Dispatch Service for Fiscal 2025	3889	
ORLAND FIRE PROTECTION DISTRICT	15158	11/21/25	472.02	01-02-5402 VEHICLE MAINTENANCE	Vehicle repair invoice(25-0033) 2024 Ford F550		
PACE SUBURBAN BUS	660677	11/25/25	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 December VANPOOL TRANSIT FARE 299MN		
PACE SUBURBAN BUS	660751	11/25/25	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 December VANPOOL TRANSIT FARE 905MN		
PAHCS I/NORTHWESTERN MED OCC HEALTH	568165 TL Vchr 669	11/24/25	115.52	01-03-5517 WORKER'S COMP INSURANCE	OV-Office visit-Claim# 250825W012-10/22/25-TL-Voucher # 669		
PUBLIC SAFETY DIRECT INC*	106441	11/20/25	420.00	01-04-5410 STREET MAINT/SIGNS	Snow plow route signs		
PUBLIC SAFETY DIRECT INC*	106473	11/28/25	300.00	01-11-5402 VEHICLE MAINTENANCE	Vehicle maintenance - building		
Quench USA Inc	INV0988122	12/01/25	72.77	01-01-5399 MISC EXPENSE	4 Q8FS RO QW Plus Act# D382185		
Quench USA Inc	INV0988122	12/01/25	72.77	01-11-5399 MISC EXPENSE	4 Q8FS RO QW Plus Act# D382185		
Quench USA Inc	INV0988122	12/01/25	145.54	01-03-5399 MISC EXPENSE	4 Q8FS RO QW Plus Act# D382185		
Quench USA Inc	INV09934088	11/22/25	51.98	01-08-5406 BUILDING MAINTENANCE	Act# D322174 3i R Q-41298_D322174S 0287229		
RADA, NICHOLAS*	11262025 EXP RADA	11/26/25	133.75	01-02-5313 UNIFORMS	EXP reimbursement - uniform-lether gloves		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
RANA, DAVE*	11282025 EXP RANA	11/28/25	59.45	01-05-5328 RESCUE EXPENSE	EXP Reimbursement - light bar clamps - Unit #62		
RAY O'HERRON CO INC*	2446949	11/24/25	6,118.00	01-03-5325 AMMUNITION	.556 FMJ/Case 1000	3894	
RAY O'HERRON CO INC*	2448101	12/01/25	1,760.00	01-03-5325 AMMUNITION	9mm Luger 147 JHP/Case 1000	3894	
RCN	442590301-0017931	11/28/25	945.00	02-18-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01 - 11/28/25 Bill		
RR Landscape Supply	134054	11/24/25	204.00	02-17-5418 LANDSCAPING REPAIRS	Pulverized topsoil - bulk 2000 pounds-6 cu yd		
RR Landscape Supply	134088	12/01/25	125.00	08-00-5413 SNOW & ICE CONTROL	Snow slicer bulk		
SAFE ELECTRICAL SERVICE*	03898	11/15/25	1,987.00	01-03-5399 MISC EXPENSE	Supply and install 6-2X2 lay infixtures for conference room		
SAM'S CLUB/Synchrony Bank	11292025 PW 3100	11/29/25	100.76	01-04-5399 MISC EXPENSE	lunchmeat, cheese, bread, cookies		
SANDENO EAST INC*	14699	11/19/25	420.76	01-04-5415 PATCHING MATERIALS	N-50 SURFACE 6 TONS		
SCHROEDER MATERIAL INC*	S1304106	11/07/25	171.16	02-18-5424 MAINTENANCE OF SEWERS	Rip Rap #4 - 2 yards		
SECRETARY OF STATE - ILLINOIS	3539 3404 2026 Plate210377C	11/21/25	218.00	01-03-5402 VEHICLE MAINTENANCE	#210377C- Vin #1FT7W2BA9REC03824 - PD		
SECRETARY OF STATE - ILLINOIS	3756 8378 FE33248	12/03/25	151.00	01-03-5402 VEHICLE MAINTENANCE	Plate# FE33248-Vin#501084-PD		
SECRETARY OF STATE - ILLINOIS	3756 8378 FE33250	12/04/25	151.00	01-03-5402 VEHICLE MAINTENANCE	Plate# FE33250 Vin #501084 - PD		
SECRETARY OF STATE - ILLINOIS	3756 8379 FE33249	12/04/25	151.00	01-03-5402 VEHICLE MAINTENANCE	Plate# FE33249 Vin# 501086 - PD		
SIMONA VALANCIUTE-MEDRANO	12022025 REF VALANCIUTE	12/03/25	30.00	99-00-1115 UTILITY CASH CLEARING	REFUND-DOUBLE PAYMENT FINAL WATER		1225
SMITTY'S TREE SERVICE	269241	11/25/25	50.00	01-04-5326 LANDFILL	dumping chips		
Stearns, Jordan*	11242025 EXP STEARNS	11/24/25	223.40	01-02-5313 UNIFORMS	EXP Reimbursement - uniform		
STRYKER SALES CORP*	9210802898	11/12/25	366.08	01-02-5401 EQUIPMENT MAINTENANCE	Power Pro Ambulance Cot - repaired serial no: 090540775 - bearing, labor		
STRYKER SALES CORP*	9210802899	11/12/25	875.00	01-02-5401 EQUIPMENT MAINTENANCE	Power Load- Repaired Serial No: 141239220 - battery, labor		
STRYKER SALES CORP*	9210906781	11/25/25	407.84	01-02-5317 EMS SUPPLIES	Lucas suction cup disposable 3-pack		
SUBURBAN BUILDING OFFICIALS CONFERENCE	5156260 2026 Dues	12/03/25	100.00	01-11-5310 PROFESSIONAL DUES	#5156260 2026 MEMBERSHIP DUES - MIKE FORBES		
SUNBELT RENTALS INC	177032501-0001	11/17/25	280.25	01-04-5514 EQUIPMENT RENTAL	DF IND FORKLIFT		
TERRY'S FORD OF PEOTONE	22135	11/26/25	49,759.00	01-04-5641 TRUCK (CIP)	2026 Ford F350 Pickup Truck Approved by City Council 11/25/2025	3947	
TRANSUNION RISK AND ALTERNATIVE	910851-202511-1	12/01/25	152.55	01-03-5399 MISC EXPENSE	Act# 910851		
Uniforms Direct LLC*	01006511	11/28/25	103.50	01-02-5313 UNIFORMS	uniform		
Uniforms Direct LLC*	01006523	11/28/25	349.75	01-02-5313 UNIFORMS	uniforms		
Uniforms Direct LLC*	01007094	11/21/25	100.00	01-02-5313 UNIFORMS	pants- uniform		
Uniforms Direct LLC*	01007137	11/21/25	40.00	01-02-5313 UNIFORMS	hat-uniform		
Verizon Wireless	6129196077	11/22/25	63.96	02-17-5305 TELEPHONE	Act# 842475133-00001		
Veterinary Clinic of Tinley Park	319566	11/25/25	842.70	01-01-5224 FRIENDS OF ANIMAL CONTROL	Act# 6889 October billing		
Veterinary Clinic of Tinley Park	320562	12/01/25	1,271.47	01-01-5224 FRIENDS OF ANIMAL CONTROL	Act# 6889- November billing		
WAREHOUSE DIRECT*	6042687-0	11/21/25	37.79	01-04-5301 OFFICE SUPPLIES	notebook, sharpies, exp files, rubberbands		
WAREHOUSE DIRECT*	6042687-1	12/02/25	68.82	01-04-5301 OFFICE SUPPLIES	exp, file		
WAREHOUSE DIRECT*	6047544-0	12/02/25	136.64	01-04-5301 OFFICE SUPPLIES	deskpads, decanters, rubberbands		
WAREHOUSE DIRECT*	6047544-1	12/03/25	6.48	01-04-5301 OFFICE SUPPLIES	rubberbands		
WARREN OIL CO INC*	W1800686	11/26/25	648.12	01-11-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	1,407.74	01-02-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	6,496.50	01-03-5303 GAS AND OIL	Fuel		

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WARREN OIL CO INC*	W1800686	11/26/25	1,449.55	01-04-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	210.46	01-05-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	571.46	01-09-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	1,771.52	02-17-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	846.04	02-18-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	536.61	01-00-1305 DUE FROM PARK DISTRICT	Fuel		
WARREN OIL CO INC*	W1800686	11/26/25	1,859.71	01-02-5303 GAS AND OIL	Fuel(diesel)		
WARREN OIL CO INC*	W1800686	11/26/25	14.74	01-03-5303 GAS AND OIL	Fuel(diesel)		
WARREN OIL CO INC*	W1800686	11/26/25	1,335.26	01-04-5303 GAS AND OIL	Fuel(diesel)		
WARREN OIL CO INC*	W1800686	11/26/25	971.10	02-17-5303 GAS AND OIL	Fuel(diesel)		
WARREN OIL CO INC*	W1800686	11/26/25	303.47	02-18-5303 GAS AND OIL	Fuel(diesel)		
WARREN OIL CO INC*	W1800686	11/26/25	15.57	01-00-1305 DUE FROM PARK DISTRICT	Fuel(diesel)		
Warren's Automotive	11182025 CAR 40	11/18/25	996.25	01-02-5402 VEHICLE MAINTENANCE	Car 40 - maintenance repairs		
Washington, Meagan*	12032025 EXP WASHINGTON	12/03/25	264.00	01-02-5313 UNIFORMS	EXP Reimbursement - uniform pants		
WILLE BROTHERS CO*	1786	07/02/25	881.00	01-04-5416 CONCRETE REPAIRS	YD 4000 PSI A/E READY MIX		
WILLE BROTHERS CO*	2450	07/14/25	1,163.00	02-17-5416 CONCRETE REPAIRS	6.25 YD 4000 PSI AE READY MIX		
WILLE BROTHERS CO*	3888	08/05/25	1,301.00	02-17-5416 CONCRETE REPAIRS	7 YD 4000 PSI AE READY MIX		
WILLE BROTHERS CO*	4307	08/11/25	1,393.00	02-18-5416 CONCRETE REPAIRS	7.5 YD 4000 PSI AE Ready Mix		
WILLE BROTHERS CO*	5538	08/28/25	1,209.00	02-18-5416 CONCRETE REPAIRS	6.5 YD 4000 PSI AE READY MIX		
WILLE BROTHERS CO*	6019	09/05/25	1,301.00	02-18-5416 CONCRETE REPAIRS	7 YD 4000 PSI AE READY MIX		
WILLE BROTHERS CO*	7216	09/23/25	1,209.00	02-17-5416 CONCRETE REPAIRS	6.5 YD 4000 PSI AE READY MIX		
WILLE BROTHERS CO*	8208	10/08/25	1,409.88	02-17-5416 CONCRETE REPAIRS	7.5 YD 4000 PSI AE		
WILLE BROTHERS CO*	8863	10/17/25	1,409.88	02-17-5416 CONCRETE REPAIRS	7.5 YD 4000 PSI AE		
Witmer Public Safety Group Inc*	INV786718	11/25/25	82.17	01-02-5401 EQUIPMENT MAINTENANCE	ZICO 21" fixed mounting strap		
Witmer Public Safety Group Inc*	INV792453	12/03/25	191.26	01-02-5401 EQUIPMENT MAINTENANCE	Zico utility straps		
Z-Force Transportation Inc*	25-207068	11/24/25	2,760.69	02-17-5421 MAINTENANCE OF WATER MAINS	CA7 BEDDING BACKFILL	3879	
Z-Force Transportation Inc*	25-207103	11/24/25	2,160.00	01-04-5326 LANDFILL	Hauling out of Spoils	3955	
Z-Force Transportation Inc*	25-207116	11/24/25	3,240.00	01-04-5326 LANDFILL	Hauling out of Spoils	3955	
Z-Force Transportation Inc*	25-207137	11/25/25	2,183.53	02-17-5421 MAINTENANCE OF WATER MAINS	CA7 BEDDING BACKFILL		
Grand Totals:		268	2,148,173.04				



Vendor	Merchant Name	Invoice #	Check #	Check Dt	Amount	GL Account	Account Descrip.	Gen Description	FY
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11112025 BEGGARS	126034	M 11/11/25	89.45	01-12-5312	TRAINING & TRAVEL	Beggars Pizza Meeting - PR	1125
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11252025 ILCMA	126035	M 11/25/25	137.00	01-01-5310	PROFESSIONAL DUES	ILCMA MEMBERSHIP-B.P.	1125
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11252025 ILCMA CONF	126036	M 11/25/25	200.00	01-01-5312	TRAINING & TRAVEL	ILCMA Conference 2026-B.P.	1125
ILLINOIS MUNICIPAL RETIREMENT FUND	ILLINOIS MUNICIPAL RETIREMENT FUND	4129355-R3N2	126032	M 11/19/25	40,388.73	01-00-2104	IMRF W/H PAYABLES	November Contributions	1125
ILLINOIS MUNICIPAL RETIREMENT FUND	ILLINOIS MUNICIPAL RETIREMENT FUND	4166417-T0Y1	126033	M 11/25/25	526.59	01-00-2104	IMRF W/H PAYABLES	November Contributions	1125
POSTMASTER - OAK FOREST	POSTMASTER - OAK FOREST	12022025 UB POSTAGE	126046	12/03/25	1,882.22	02-18-5304	POSTAGE & FREIGHT	UB POSTAGE DEC 2025	1225
Grand Totals:					43,223.99				



Mayor Jim Hortsman called the City Council meeting to order at 7:30 p.m. with the Pledge of Allegiance and the Roll Call as follows:

Present: Mayor Hortsman
Alderman Keeler
Alderman McCarthy
Alderman Wolf
Alderman Kunz

Absent: Alderman Emmett
Alderman Stuewe

Also Present: City Clerk Nicole Tormey
Treasurer JoAnn Kelly
Building Commissioner Michael Forbes
Community Planner Hunter Heyman
Asst. Comm. Dev. Director Paul Ruane

3. **Announcements**

Mayor Hortsman read the announcements.

- Residents can come to City Hall to get a sign for their door letting trick-or-treaters know whether or not you will be handing out candy.
- Students interested in participating in the Veterans of Foreign Wars Voice of Democracy Scholarship Program must submit their essays and entry forms to Owen W. Winter, Jr. VFW Post 4241 at Post4241vfw@gmail.com by Friday, October 31st to be included.
- Bremen Township is open for appeals through November 21st. If you need help filing your appeal, please complete and return an appeal form to the Taxpayer Advocate, Grace Bardusk at City Hall, no later than November 17th. The eligibility requirements for the Cook County Homeowner Relief Fund have been expanded to include property tax increases of at least 30% in any of the tax years 2021, 2022 and 2023. The application deadline has been extended to Friday, October 31st. For details, visit hrf.cookcounty.il.gov.
- Stagg High School Music Booster invites you to its Art for the Season for its arts and crafts festival November 15th from 9 am until 4 pm and November 16th from 10 am until 3 pm. The event includes vendor booths, lunch, food samples, raffles and entertainment. Admission is \$3.



4. **Citizen Participation**

None.

5. **Motion to Establish Consent Agenda**

Alderman McCarthy made the motion. Alderman Wolf seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman McCarthy			
Alderman Keeler			
Alderman Wolf			
Alderman Kunz			

The motion carried 4/0.

6. **Motion to Approve Consent Agenda**

A. Consideration of the following list of bills dated:

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

B. Consideration of the following minutes:

- | | | |
|-------------------------------------|---|------------------------|
| 1. City Council Meeting | - | 7/22/2025 & 8/12/2025 |
| 2. Planning and Zoning Commission | - | 8/20/2025 & 10/01/2025 |
| 3. Cable Commission | - | 9/11/2025 |
| 4. Civil Service Commission | - | 8/14/2025 & 9/25/2025 |
| 5. Consumer Protection Commission | - | 9/10/2025 & 10/09/2025 |
| 6. Emergency Telephone System Board | - | 9/02/2025 |
| 7. Senior Commission | - | 6/11/2025 |
| 8. Veterans Commission | - | 9/18/2025 |

Alderman Kunz made the motion. Alderman Keeler seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Kunz			
Alderman Keeler			



Alderman McCarthy
Alderman Wolf

The motion carried 4/0.

7. **Administration**

A. Approval of City Clerk Appointment of Kelly Oehrlein to the Part-Time Position of Deputy City Clerk. See Attached Memorandum with Supporting Details from City Clerk Nicole Tormey.

Alderman McCarthy made the motion. Alderman Wolf seconded.

This position is for an assistant to City Clerk, Nicole Tormey. Alderman Wolf asked if this is an assistant to Nicole Tormey. Nicole Tormey answered, yes, she will be at City Hall 5 days per week, no more than 20 hours per week. She will be my backup when I am unavailable and she will have authorization to sign documents on my behalf. It is business license renewal season and it is a very busy time of year and the Deputy Clerk would also help with the liquor licensing. Bridget Parfitt interviewed her and she is more than qualified. The position did exist before this.

Mayor Hortsman asked for any questions. None.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			
Alderman Keeler			

The motion carried 4/0.

B. Approval of 2026 Fireworks Display Contract with Mad Bomber Fireworks Productions; City Council to Also Provide Direction Concerning Display Date.

Alderman McCarthy made the motion. Alderman Wolf seconded.

The Mayor stated we are putting together a motion to accept the contract with Mad Bomber and we can have a quick conversation about the timing of when the fireworks are going to be because we have been juggling that data around. Alderman Wolf asked what the specific date is on the contract. Nicole Tormey stated the date on the contract is June 27, 2026, which the memo states is unavailable due to a pre-existing event at Gaelic. Alderman Wolf wanted to know what the



contract essentially said for the day because the 27th is the week before the 4th of July, like we did just last year. Their rates change based upon when that contract is too. I just want to confirm the contract and if you are saying we are still looking for dates how can we confirm the contract? The Mayor stated that in discussions with Moses Amidei after he spoke with Gaelic Park about the 27th that there is a wedding scheduled at the same time and it didn't sound like it was going to be a good fit for us to be able to control. Alderman Wolf stated they had one the last time so he doesn't understand how this would be different. They had parking for the wedding, up to 196 stalls, and Gaelic is saying, based upon the amount of people, they are expecting 150 cars. So, they have ample parking within their own lot. Nicole Tormey stated that from the email from Moses to Gaelic Park, they are more worried about controlling the ingress and egress, not so much the wedding itself but the police being able to control what is coming in and out. I think that is why they are looking at a different date. Alderman Wolf stated their ingress and egress is totally separate from where Gaelic Park's main entrance is, and he wants to know who is watching that. The Mayor stated that the city is taking full control for the planning and the security of this. Before, we were using one of our commissions to do that, they were basically setting up the planning and all of that through the Veteran's Commission. Alderman McCarthy stated he believes they had a 4 year contract with Mad Bomber and we couldn't discuss the date. They are still going to give us that same price for 4 years, it is locked in even if we move the date. Maybe a Friday would work instead of Saturday, if they don't have anything scheduled on that Friday prior. The contract states the 27th but we that will probably not happen so we can figure out the date at a different time. The Mayor stated he believes Moses Amidei was looking to see if we could get some direction from the council on the date. At this point, this is set up just to agree to the contract.

The Mayor stated that the 27th was one of the dates we were looking at, but because of the wedding Moses was looking to see if we could get some direction from the council, whether he still wanted to stay with the 27th or if we wanted to move it closer to the 4th of July. From what I understand the 4th of July is unavailable. Alderman Wolf stated that the alternatives given were 2 weeks before, approximately on the 20th. It is a pretty nice event for their 250th anniversary and they put on a good show, but to have it that early doesn't make sense to me when we can do it on the 27th. It is a good thing to discuss this now because if you recall last year, none of this was finalized until the police had already determined their scheduling for 2026, which they haven't done yet, right? The Mayor stated it will be difficult no matter which way you go it will be a tough call. I spoke with Moses on the further date of the 20th and I thought that was a little too far ahead of what we need. Alderman McCarthy asked if anyone looked into the Friday, June 26th instead of Saturday, June 27th? The Mayor stated we can take this discussion and move it forward. Alderman Keeler stated the wedding last year could have only been 150 people, not 300. Maybe they are just worried about having their personnel take care of the guests. I don't think it's Gaelic Park that is stating you can't have it on the 27th. The Mayor stated Gaelic Park was ok with the 27th but we as a city are trying to make sure there was a possibility of a date that would make more sense for the City of Oak Forest, because of the way it is set up there aren't



really any good dates because you are either going after the 4th of July or way before it. It is something that as a city council I would like you to think about it. If you have any suggestions we can start talking when Moses is back next week. Nicole Tormey stated that one week prior to the 4th Gaelic Park has a 300-person wedding and they anticipate 150 parking spaces being needed for the wedding. It doesn't state the date of the wedding.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			
Alderman Keeler			

The motion carried 4/0.

8. **Building Department**

A. Approval and Ratification of Appointment of Mark Carlson to Full-Time Position of Property Maintenance Inspector.

Alderman Keeler made the motion. Alderman Wolf seconded.

The Mayor stated this is a position for a full-time Property Maintenance Inspector since our previous inspector moved to Markham. Mark Carlson is coming in as the new Property Inspector.

The Mayor asked for any questions.

None.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			

The motion carried 4/0.



9. **Community Development**

A. Approval of Ordinance 2025-10-11150, Authorizing a Text Amendment to Update the Following Provisions of the Oak Forest Zoning Code Section 9-101 Accessory Structures and Uses as Well as Section 12-206 Definitions in Order to Allow Accessory Dwelling Units.

Alderman McCarthy made the motion. Alderman Keeler seconded.

Paul Ruane stated the only item he has on the agenda is accessory dwelling units as a text amendment into our zoning code to allow for accessory dwelling units to our zoning code chapter on accessibility or accessory structures and uses. Staff has received interest from a resident on this outside of Oak Forest without a clear plan for approval. We have discussed the following considerations. To help people understand what an excess accessory dwelling unit is, they are usually an additional space for someone else to reside in your backyard, whether it is a resident of your family or in other cases a rental. An accessory dwelling unit by definition code is a small self-contained residential dwelling unit located on the same lot, such as your house and a smaller house behind that house. Other names for it are Granny Flats or Carriage Houses, in-law suites, pool houses and garden cottages. These requirement requests include location no less than 6 feet from the property line. It is only one unit per lot, a single-family home could only have one and it would be limited to residential districts. The design would need to be compatible with the primary structure, similar to how we handle garages. The height of the structure could not exceed the height of the primary structure, so the original house could not be taller than the accessory. The requirement here would be the primary resident that pays taxes on the property would have to occupy either the original home or accessory dwelling as their primary residence proving that they own it and they will be there to maintain and occupy it. An additional requirement, not specific to this but any new development in a residential district, there is currently a lot coverage that no more than 50% of your property can be covered by impervious surfaces, such as your house, garage, driveway, pool, shed, patio and sidewalks. Looking at what other municipalities around us are doing, Homewood has approved an allowance for ADUs and it has been a 3-year process, they have not seen any additional applications. This doesn't necessarily mean you put it in there and everyone is going to take advantage. This is a costly venture, no different than building a house, it has all the same requirements. The current requirements of fire sprinkling, providing water, sewer, and gas and the like. It has to be a fully habitable space in order for someone to be able to occupy that. We see a wide variety of municipalities, from urban to rural, have permitted these types of structures. If you currently look in the code, there is nothing that specifies the allowance of doing something like this. Ultimately, by not having that in the code, to anyone reading it, we do not allow it. By not saying anything there is no process for them to do that. Typically, how something like that would go through at this point would be a planned unit development for a single property, which is a strange process in comparison to the large developments we have on Cicero Avenue, it doesn't seem to be the same process as we are



looking into for these types of applications.

We spoke with Planning and Zoning and they were mixed between a couple of different concerns, as well as some support in other places. A handful of the Planning and Zoning Commission members were concerned with the ability to rent out the accessory dwelling units. They really like the idea of the first-time application of these things going through. You would have your grandparent or your whatever your situation may be, but after they pass away or you move out, and the next person takes over, how does that function as an additional residence? Can it be utilized as a rental? Is that something that they want to prohibit in comparison to allowing it and treating it no different than we do for any other single family rentals that are currently in the city? We are looking to confirm with our legal council and Planning and Zoning for this to be a pilot project. After we get in the original application from the applicant, we are working with it would come back with a moratorium, which would allow for any additional permits to come back, and give that a time limit so we could re-confirm and see if that is something we want, or if there are any additional requirements or other things that we need to take a look into. If that is something you would like to see then we would have to come back with a moratorium once we have that original permit application in hand.

Alderman McCarthy asked if we allow them to build these on their lots, will this be another house they get taxed on? They would be assessed on the value of the house, no different than any building permit over a certain threshold.

Alderman Wolf stated that looking at Planning and Zoning's initial dilemma as far as renting of these, because initially it was presented as a type of caregiving for a family member who could not live on their own. The current allowance of putting additions on or adding an in-law suite to your existing home is something that would be currently allowed by code and wouldn't necessarily require any additional requirements. All of our single-family home lots are allowed duplexes. A subdivided single-family home is technically two separate residences living in that same home. Duplexes usually have a homeowner for each one and sometimes they are rented out. We have the Crime Free Rental Housing Application process to flag properties where people are trying to rent two places on one lot.

A good option is potentially having a family restriction. When we get to the problem of family and orienting who they are, the situation becomes a fair housing situation, no different than the case handled a year ago where we cannot discriminate one type of residential and not make that consistent with the way we do the rest of preventing rentals in one capacity if we don't handle every single one the same way. Another topic that needs attention, is us seeing any additional regulations before the moratorium. We should see how other communities are regulating those and take into consideration the development of these. It would be reviewed at the building permit process to confirm any of the improvements and if they give us a building that is right up to the 50% and they say yes, but you might want to do this or that. The Building Department has



cut people off and said before you start a project in that manner know that you are right there at the limit and any of those changes would require you to remove a structure or substitute one for another.

The Mayor asked Paul Ruane if the Crime Free Housing Ordinance changes in some way because of the veto session, would it impact this? When we are receiving them as building permits, we will already be notified as soon as those come in. I think that will kind of come across the table as something different because they will have to work on tapping new water lines that will be pigged off of the existing structure of the house as well as the sewer. Obviously, they are talking architectural plans and potentially engineering if there is a necessary need. So, there are quite a few steps that Crime Free Housing won't necessarily be the one that kicks it for us to realize who is living in these.

Alderman McCarthy asked if this is what we are going along with. Paul Ruane is asking for direction tonight regarding the rules that are currently in place with the location, number of units, the design, the occupancy requirement and the height. We will be approving it and moving forward with the understanding that as soon as we get the application, we will come back with the moratorium to say that we are not allowing anymore applications; and we need to figure out how much time we need to feel comfortable. You are not going to be able to see the residential component of it. I think they are teetering on the rentals and how that will transpire from one business or one resident to the next.

Alderman Wolf appreciates the recommendation to have moratorium provided after the first application is made. Paul Ruane mentioned that beyond allowing this, there are already existing structures of this kind within Oak Forest. At one point in time there was either an allowance for it or people did it without permits.

Alderman McCarthy asked what the lot coverage includes and Paul Ruane stated the house can be as big as 50% of whatever the rules are for property wise. It includes any structure that would be impervious so rain wouldn't be able to come through, a roof, concrete. If you had some kind of permeable pavers, but most pavers are not actually permeable; it would just go through a building permit, no different than if you were to have a new house on an empty lot.

Greg Brown, Manager of Advocacy and Outreach for AARP Illinois, came before Council. He stated one part of his job is to track coordinates and legislation in Northern Illinois around things like property taxes. When Paul and his team were in the process of their planning commission, we submitted a letter on behalf of the special rules supporting the addition of ADUs for members of AARP, mainly because this is a flagship issue. I think it is important for people to age in place and to stay in the communities that they raised their family in. This is one of the reasons why AARP is supporting the pilot. I track this all-over Northern Illinois and Chicago has just passed a pilot and they are going ward by ward. We survey our members all the time. We have 600,000



members in Northern Illinois. We completed a survey in 2024 regarding ADUs and I wanted to share some information with you. I shared this in an official letter to the Planning Department. About 75% of adults over the age of 50 have considered living in the ADU. 64% of them want to stay close to their families, and this gives them a great option. They want to use the ADUs because they need help in their daily activities. We looked at 54% of ADUs used in a way to reduce housing costs of people as they age in place. This is an affordable option for them and their families. Nearly half of the adults in this survey were not confident that their community could meet their housing needs as they age in place and be age friendly. That is the main reason why AARP Illinois supports ordinances like this, so that people can age in place with dignity. We look forward to continued work with the Planning Commission to help bring more age-friendly ordinances and activities to the Oak Forest Community.

Alderman Wolf appreciates everything Mr. Brown stressed about helping a family member in need, or somebody that cannot live on their own, however, his main concern is what happens when the original owner moves or passes away and is sold and they just rent to anybody? Paul Ruane stated the hardest part of that is enforcement, because code enforcement isn't going to be doing that confirmation. We do have the Crime Free Rentals, so there is that oversight to confirm who will be in the rental. No different than the ones that exist.

Alderman Kunz stated it is just like in Alsip where they have condo complexes where you are not supposed to allow renters and eventually the city will get you and you will get fined and the person gets kicked out. Eventually, you're going to get caught. Paul Ruane pointed out with condos there is a Condo Association who fully knows who is coming in. Our attorney did look into the family requirement and based upon the definition it is no different than how we defined it when we were looking at the single-family home component where it could be anything from a family to three other unrelated individuals. Fitting an ADU with multiple random individuals is not something that we could even do, just based upon the size and occupancy requirements. The issues become enforcement and the hindrance of selling a property from one person to the next person, knowing that you have to have this kind of related situation in order for it to work there.

The Mayor asked for questions. There were no additional questions.

Roll call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman McCarthy	Alderman Wolf		
Alderman Kunz			
Alderman Keeler			

The motion carried 3/1.



10. **Old Business**

None.

11. **New Business**

Hunter Heyman spoke about making Oak Forest streets safer for all road users. We have had conversations with police and staff, including Public Works, the Fire Department, etc. The police sent out the radar trailer when they heard resident complaints. We have received a lot of resident complaints and conversations we have had people come to the city council meetings and really what they have noticed is that the wide roads that are long and straight have some of the most speeding concerns. You can see this on Ridgeland Avenue, over 90% of all of the vehicles were going over the 20-mph speed limit, because Ridgeland Avenue is a wide-open road. If we want people to drive the speed limit, we need to make sure the design of the street matches that. You can also see this on Long Avenue where over 8,000 vehicles were speeding and the 85th percentile speed was 27 mph. That means 85% of the drivers were under that 15% of drivers that were over the speed limit or over that speed of 27 mph. The speeding occurs because of land width as I noted before. When you see the lanes, it is a natural signal to your brain to go fast. Even with more enforcement the police have gone out and done they don't have the same enforcement powers as they did due to state legislature issues. There's not the same culture of safety as there was in the past, that is why the design of the street is important.

We are taking steps with Public Works and we are outlining a step-by-step strategy for how we should go about making the street safer. Starting out with enforcement and signs, we have done this with the speed radar trailer, which tells you your speed and different police details. Unfortunately, what we found out was people slow down for that week, maybe the next week, but by the end of the second week it is back to normal again. That is why we are looking at next steps of a quick build or temporary pilot changes to see if those work to help improve the speeding on the street. We talked with St. Damian's, and I have frequently talked with the crossing guard there who let me know speeding was a big issue on that street. I also talked to the principal and went over a variety of different potential measures to improve safety. We decided upon a curb extension design that would extend the curbs out. The Planning and Zoning Committee said this would be an effective way to make a difference before making some big investment in street design. Curb extensions work because they allow crossing to become more visible, they have more space to enter the intersection. It also narrows the street, which increases the perceived risk, which naturally lowers speeds. This was seen in a Federal Highway Administration study in Seattle where they did a road diet that included narrowing travel lanes, as well as adding. They found a 52% decrease in speeds and over a 40% decrease in pedestrian versus vehicle collisions. Blue Island also added curb extensions and they did it with concrete and brick pavers. They extended the curb out so you could cross the street. Our overall goal is to implement the same logic with cheaper materials as a pilot project.



Alderman Kunz would like cameras in school zones. Paul Ruane responded if speed cameras are something City Council wants to pursue, we can definitely go that route. Once people are aware of speed cameras, it is a good enforcement mechanism. I definitely know they are not always as popular with residents. School zones are more important than streets like Ridgeland because there are more children around.

The Mayor stated this is an opportunity to have a discussion regarding something the public has brought up many times since I've been here. Whatever we do to slow down traffic, we need to make sure that our firetrucks and other emergency vehicles can get through. We are taking a look at this and the community in general to try and get our hands around how the traffic flows.

The Mayor also advised that due to the 7th Ward Alderman seat vacancy there is one candidate and we've received word there may be a second candidate. I am working on putting those candidates together and there is some paperwork I need to fill out. When that happens, I will be addressing the candidates to come to City Council to get your approval. I am hoping by the next meeting we will have that set up so we can get this seat filled.

12. **Executive Session**

None.

13. **Adjournment**

Alderman Kunz made the motion. Alderman McCarthy seconded.

Roll call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Kunz			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			

The motion carried 4/0.

Meeting adjourned at 8:34 p.m.

Minutes prepared by:

Kelly Oehrlein, Deputy City Clerk



Approved:

James Hortsman, Mayor



Mayor Jim Hortsman called the City Council meeting to order at 7:34 p.m. with the Pledge of Allegiance and the Roll Call as follows:

Present: Mayor Hortsman
Alderman Keeler
Alderman McCarthy
Alderman Wolf
Alderman Kunz
Alderman Emmett
Alderman Stuewe

Also Present: City Clerk Nicole Tormey
Treasurer JoAnn Kelly
City Administrator Moses Amidei
Public Works Director Michael Salamowicz
Asst. Comm. Dev. Director Paul Ruane
IT Director Aaron Beatty
Communications Chrissy Maher

3. **Announcements**

Mayor Hortsman took a moment of silence to remember former 6th Ward Alderman Dwayne Fox, who passed away earlier this month.

Mayor Hortsman read the announcements.

- St. Damian's Bingo Night on November 15th at 6:00 p.m. I just happen to be the one that may be calling games that night and it's a great way to support St. Damian School
- Yard waste collection ends on November 30th. Yard waste grass clippings, leaves, branches, etc. can be placed curbside on your scheduled garbage day.
- Cook County recently announced that the property taxes will be mailed on November 14th and due on December 15th. Bremen Township is open for appeals through November 21st. If you need help filing your appeal, complete and return an Appeal Form to Taxpayer Advocate, Grace Bardusk, at City Hall no later than November 17th.
- Help us deck the halls by participating in the city's annual Trim a Tree Contest by completing an application form online at www.oak-forest.org. Trim a Tree winners will be announced at the Jolly Jamboree on Saturday, December 6th from 10:00 a.m. until noon at City Hall. Enjoy some holiday cheer as we walk from station to station with friends, family and neighbors. The Jolly Jamboree activities will include photos with Santa, holiday express train, a visit from Bluey, holiday music and more.



- Oak Forest Broadcast Network Community Expo in Oak Forest can be seen streaming on the city website by clicking on CIC-TV Programming and can be viewed on cable TV and can be viewed on Comcast channel 4, Astound channels 1, 0 and 1112 and ATT channel 99.

4. **Citizen Participation**

None.

5. **Motion to Establish Consent Agenda**

Alderman Emmett made the motion. Alderman Stuewe seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Emmett			
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			

The motion carried 6/0.

6. **Motion to Approve Consent Agenda**

A. Consideration of the following list of bills dated:

- 1. Regular bills - FY 2025-2026
- 2. Supplemental bills - FY 2025-2026

B. Consideration of the following minutes:

- 1. Planning and Zoning Commission - 08/20/2025 & 10/15/2025
- 2. Senior Commission - 09/11/2025
- 3. Emergency Telephone System Board - 10/07/2025

Alderman Kunz made the motion. Alderman McCarthy seconded.

Alderman Emmett stated we have been paying \$6,000 for electrical work here at City Hall. We have an employee at Public Works that has been doing electricity for years and he thinks it would



be wise for the city to invest in him and get him into an electrical school or something that we pay for, instead of paying these large bills. Alderman Emmett questioned about an administrative vehicle going out to get hidden lights. Why are we paying several thousand dollars to get an administrative vehicle to get hidden lights? He would like to get an answer on that.

Treasurer JoAnn Kelly would like to make a correction on the Planning and Zoning Commission Minutes for October 15th. During discussion of Curb Extension Plan Pilot, traffic calming would be along 156th Street, but St. Damian is on 155th Street. The Mayor stated the correction would be made.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Kunz			
Alderman Emmett			
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			

The motion carried 6/0.

7. **Public Works**

- A. **Motion to Authorize the City Administrator to Execute a Minimum One-Year Contract with Constellation for Energy Supply for the City of Oak Forest’s Electric Accounts for Price Not to Exceed \$0.07718/kWh for 12 Months.**

Alderman McCarthy made the motion. Alderman Stuewe seconded.

Public Works Director Mike Salamowicz stated they have been working with Sartori Energy to reduce costs. These are for our lift stations, pump houses, water towers and things of that nature that are not included as part of any franchise agreement, these are separate costs that the city ends up paying. Sartori Energy conducted a full review of all accounts this year, and they recommended putting together a new contract and they provided various costs from various companies. At the time we put this together, Constellation was the lowest cost, but they provided us with new pricing this morning and based on that new pricing, Smartest Energy is actually the lowest cost. This rate will end up being 0.07827 per kilowatt hour versus ComEd’s rate of 0.10210, so there will be a reduction in cost.

Mayor Hortsman asked for any questions. None.



Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Alderman McCarthy
Alderman Wolf
Alderman Kunz
Alderman Emmett
Alderman Stuewe
Alderman Keeler

The motion carried 6/0.

8. **Administration**

A. Motion to Approve the Purchase of Seven (7) New Microsoft Surface Pros Plus Mounting Kits for Each Through CDWG’s Sourcewell IL State Contract R-257160 at a sum of \$11,750.41 for the Oak Forest Fire Department.

Alderman Stuewe made the motion. Alderman Emmett seconded.

Aaron Beatty stated the Fire Department Surface Pros are in a failing state. We decided to speak with IT Director, Tom Rieman, and the decision was made to move forward with the CIP purchase.

The Mayor asked for any questions. There were none.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Alderman Stuewe
Alderman Keeler
Alderman McCarthy
Alderman Wolf
Alderman Kunz
Alderman Emmett

The motion carried 6/0.

B. Motion to Approve Your Hometown Sponsorship with WGN Radio/Digital at a Sum of \$10,200.

Alderman Emmett made the motion. Alderman Wolf seconded.

Chrissy Maher stated we are looking for approval of Your Hometown sponsorship with WGN



Radio Digital. WGN Radio is on a monthly basis and highlights various towns and suburbs in the Chicago area. They feature key businesses in town, chamber members, and community stakeholders. If approved, our day would be Thursday, February 6th. This would be a good time to promote the Fleadh and other St. Patrick Day events going on in March and other springtime events maybe with the Park District. The program includes commercials promoting Oak Forest, live segments, so they'll do on-air segments with the mayor, the city administrator and the chamber director. They will also go to businesses in town and interview the owners or general managers. We do a social media takeover on WGN Radio that day as well as on their website. We did reach out to some other areas that were just featured on WGN and they all had very positive feedback and they thought it was definitely a good fit for them. We think it will go along with our strategic line item of community pride and image, and definitely take necessary steps to promote the good things we are doing in town.

Alderman Kunz asked if this would be a full day or half day event. Chrissy Maher stated it is over a couple of days. All of the information is on the WGN Facebook page. That week we would be featured and they also do some online giveaways and they will have listeners call in and they can win a prize package from local businesses.

The Mayor stated this would be nice marketing for our town.

Roll call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Emmett			
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			

The motion carried 6/0.

C. Motion to Waive Competitive Bid Process and Approve Resolution 2025-11-0503R Authorizing a Contract for Installation of an Outdoor LED Sign Board.

Alderman Emmett made the motion. Alderman McCarthy seconded.

Alderman Keeler asked if other companies will give you the sign and maintain it for free, like a lot of towns around the suburbs have. The Mayor stated he believes there are opportunities for city signs.

Roll call vote was taken as follows:



<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Emmett			
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			

The motion carried 6/0.

D. Approval of June 27, 2026 Fireworks Display Contract with Mad Bomber Fireworks Production; City Council to also provide direction concerning display date.

Alderman Emmett made the motion. Alderman Wolf seconded.

Moses Amidei stated this motion was discussed at the last meeting. Council wanted some alternate dates. There is a wedding event that is scheduled for June 27th at Gaelic Park. This year we are trying to coordinate with Gaelic Park to hopefully have a date with no conflicts. That date would be June 20th, which is 2 weeks prior to the 4th. If we need to do the 27th in conjunction with the wedding event we will plan collectively to work with Gaelic Park to make sure that any issues regarding any conflicts of making sure that anyone from the wedding party goes into the public viewing area goes through a specified entrance.

Alderman Emmett said he likes the June 27th date. People are not going to get excited 2 weeks before. This town had the best fireworks for years.

City Clerk Nicole Tormey asked if there were there any issues that were brought up last year with traffic or issues with the wedding being held at the same time. Moses Amidei stated his concern today is when planning for an event, we have to be a little bit more deliberate about how we are planning on how people get in and out. Nothing major, but there are things we can improve on. We will have to be more deliberate in our coordination with Gaelic Park about their communication with the wedding party about parking and how they travel in and out of the parking lot. EMA will be involved because it is our event and it is the city's responsibility for coordination, planning and staffing.

Alderman McCarthy stated he did not see any problems last year. He thought whoever ran it last year did a great job and I was hoping for it on the 27th again.

Alderman Wolf agreed with Alderman McCarthy. Moses Amidei stated that he has checked with the fireworks company and with Gaelic Park and we can go ahead with that date if that is the purview of the council.



Alderman Emmett was worried about parking on 147th and visibility. Moses stated there are two parking lots. Alderman Emmett stated the main one holds 200, it is all paved. The other one is a quarter paved. Nicole Tormey asked if there was a staging area people can get out of their car and walk and put down chairs and sit? Moses stated there are areas on Gaelic’s property that you can bring chairs to sit and watch them. We just need to be cognizant that there is a no-go zone that when the fireworks are launched. There are plenty of areas to leave the parking lot and go on Gaelic’s property to view the fireworks if you cannot view them from your car.

Alderman Emmett commented he heard from the Park District that a lot of people loved parking at Convent Park and the Landings. We heard that a lot of residents from the Landings walked with their families behind Braun School. We heard that Convent Park was packed but you wouldn’t know that unless you drove there and a lot of local residents came closer to Braun School, which is off of 151st. Nicole Tormey mentioned the one issue this year with Convent Park was it was also the Baseball Association picnic so we should reach out to them to coordinate dates so there is no overlap.

The Mayor stated in the last meeting we okayed the fireworks contract; we just didn’t decide on the date. We do have a motion to talk about the date right now if we want to vote on it or if you just want to give Moses direction that the 27th is the day that we are looking for, we can move forward.

The Mayor asked for any questions. None.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Emmett			
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			

The motion carried 6/0.

9. **Community Development**

A. Approval of Resolution 2025-11-0504R Authorizing a Master Right-of-Way License Agreement (Fiber Optic Network – Clearwave Fiber).

Alderman Stuewe made the motion. Alderman Wolf seconded.



Paul Ruane stated this request is for a master right-of-way license agreement with Delta Communications doing business as Clear Wave Fiber. Staff has worked with Clear Wave, who has expressed their intent on constructing a fiber optic network throughout the city of Oak Forest. The fiber optic network is a new internet-based option that will be available to the residents of Oak Forest. Clear Wave has offered a scope of work, proposing a network which would include an ultra-high speed multi-gigabyte internet service to over 90% of the Oak Forest households, with the exception of some specific areas that are already offered to AT&T U-verse in their system, a process that is already in place. We also have a few members from Clear Wave here if you have any questions about specifics of their business, as well as with their plans regarding the infrastructure here in Oak Forest.

The Mayor stated when AT&T came in to do their fiber optics, they were going into the easements of people's homes but they didn't discuss it with the residents; will Clear Wave be involved in contacting residents as they are putting in the infrastructure? Paul responded that is something that will be discussed in their right-of-way permitting, we can put those as stipulations.

Alderman Kunz asked who is going to be responsible and take care of any restoration? Paul stated individual right-of-way permits will need to be requested for each one, so if restoration is completed you have a way to hold the permit holder accountable.

Alderman Emmett asked years ago all of the utility companies would use part of the social service fund, would this be part of that? Could they reimburse the city for all of that? Paul Ruane mentioned we actually did vet this well with our legal team. Our attorneys have been well breasted on some of these situations with the understanding and intention that you are talking about as far as franchising. There is an agreed upon price, I think it is \$10,000 a year.

Moses Amidei stated Clear Wave will need to pay for all of the fees the city incurs as a result of the review, so they will be paying permit fees. They will be paying any review fees as well. If we need to have an outside party look at this, they would be responsible for those fees.

Alderman Kunz wanted to know if they hit a water main or anything else if they would be 100% responsible for it. Paul Ruane stated that would be part of the right-of-way permit. Moses also added that it is required that they are part of Julie as well, so that way their installation is documented. The Mayor said in the past when we've done these utilities Public Works has been out besides Julie to see where this direction is going to go. Public Works is going to do that again. The Mayor stated the other part of that is just looking at the AT&T connection again, there are boxes for connections that are sitting in the easements outside of people's property. There are also some that are being put in people's backyards on the easement, are they going to be placed like that again, or are we going to have it identified as special plot? Moses stated Clear Wave is here to address any questions. When AT&T came in and had to install all of their U-verse boxes,



they had to negotiate something with property owners about putting those boxes on private property within an easement.

Jason Carnes with Clear Wave Fiber and Chris Live, construction manager with Clear Wave Fiber approach the podium to answer any questions. The Mayor asked about backyard easement. Jason Carnes said most of the dry utilities that we would access will be in the front easement. The Mayor asked if it was intrusive to the homeowner. Jason Carnes stated it is incumbent upon us when we do construction to do a very good and be extremely communicative with the residents. Jason Carnes stated this is something that is more level with the ground and I think that will be a good source of help for residents.

Alderman Emmett asked Paul if the \$10,000 a year could be negotiated. Moses responded he does not know what other municipalities are charging. Jason Carnes stated that these were all created in concert and it is the high end of the rate.

Alderman Wolf asked if this is for laying the fiber to the house. Jason Carnes stated it would stay at the street, and if a customer or resident ever decided to purchase service at that point that's when it would extend to the home and we would attach to the home.

Alderman McCarthy asked if it would be everywhere and available to all homes. Jason Carnes stated the current plan calls for 6,850 homes. There is a small portion that already has it. For apartments and things of that nature, we would have to establish a relationship and an agreement for entry under the property of that owner, and that extends to private HOAs if they control the road.

Alderman Keeler asked if businesses would be able to get this internet. Jason Carnes stated they are an equal opportunity provider. Our history is a municipal provider providing services to municipalities and then we grew into a business provider that also did municipal and now we are 100% focused on residential and only residential. We have a commercial team as well, that wants to be able to serve the businesses in this area.

Roll call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			
Alderman Emmett			

The motion carried 6/0.



B. Approval of Resolution 2025-11-0501R Authorizing a Contract for Design, Fabrication and Installation of City Entrance Signs.

Alderman McCarthy made the motion. Alderman Emmett seconded.

Paul Ruane stated this is acceptance of a welcome sign bid RFP. We are trying to replace any of the old logos and make sure we are putting out a consistent image and not confusing the public. For those not familiar with the current locations of signs, there are 8 of them around town. They are usually focused around the edges of town or big commercial or targeted areas that are by the highway or edge of town. The city has requested for this in the capital improvement plan from last year going into this fiscal year. We posted a request for proposals on September 18th. We opened the bid on October 14th. We met with social service to discuss potentially bringing this as an option for Social Service to offer new signs for the city to continue to bring that image and bring projects that they would like to stand behind. When we did open up the bids, we ended up with 2 bids. One being Michael Signs in the bid amount of \$49,850, and KP Fencing doing business as Fence Peoria at \$47,446.15. Ultimately the sign that we decided to go with was Michael Signs. Going through Social Service they had offered to pay for a portion of the clients and therefore, the city would be handling the process of selecting the bidder working with that and then be reimbursed through Social Service. Social Service had recommended approval of Michael Signs in the bid amount of \$49,850, not to exceed \$55,000.

The Mayor asked for questions, there were none.

Roll call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			
Alderman Emmett			
Alderman Stuewe			
	Alderman Keeler		

The motion carried 5/1.

C. Approval of Resolution 2025-11-0502R Authorizing an Application for and Execution of a Technical Assistance Agreement Under Regional Transportation Authority (RTA) General Authority for the Oak Forest Metra Sub-Area.

Alderman Emmett made the motion. Alderman McCarthy seconded.



Paul Ruane stated this plan will guide future land use re-development and transportation improvements around the Oak Forest Metra station. The RTA will cover 80%, whereas the city will cover 20%, local match not to exceed \$29,000. The goals of the plan are to improve pedestrian, bicycle and transit access around the station, providing projects for safe streets and identifying quick build project sites, identifying redevelopment opportunities on city-owned and Metra land. IDOT provided us some kind of additional support to see these things forward and with that we want to continue to function with that communication, making sure that it is being held accountable and Metra is doing what they are supposed to do. We are continuing conversations beyond that and we would like to move forward with the grants that they can look in interest to see a consultant right through.

Alderman Emmett asked Paul who owns the bridge with the graffiti on it? We have no lights underneath the bridge. I met with Metra and no one knows who owns it. We have got to get some inter-government agreements with who owns what. I think we put the sidewalks in on the southside of the street. Paul stated this is important and the biggest hurdle and challenge is we don't have ready agreements in our hands that say this is functionally who's responsible this to your point for all. At this point, we have to investigate those things and continue to work with those agencies.

The Mayor asked for additional questions, there were none.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Emmett			
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			

The motion carried 6/0.

D. Approval of Ordinance 2025-11-11170 Authorizing a Text Amendment to Update the Following Provisions of the Oak Forest Zoning Code Section 9-101 Accessory Structures and Uses, 9-103 Temporary Uses and 12-206 Definitions.

Alderman Kunz made the motion. Alderman McCarthy seconded.

Paul Ruane stated this predates a previous conversation that we had with Alderman Emmett asking about resident allowances for shipping containers. We discussed the portable outdoor storage units (PODS). What is being requested this evening is allowing this in our zoning code and



city code. For this ordinance, in addition to where we were locating these pod requirements, we ended up putting it in a category with temporary uses, which are basically redundancies to the special events that we already have in the city code. I am just looking for approval of an ordinance with regulation requirements for PODS.

Alderman Wolf asked if it was under city code. Paul Ruane stated it is under a certain ordinance, but not inside of the city code. It has got an ordinance number and it was approved, but it was never amended into the code. The reason for the registration with no fee is so we can track it. Any reference to additional requirements will be outlined in Section 9103 of the zoning code. You will be able to go to the zoning code and pull up that exact section and it will be these requirements that we see here with the specific sizing and placement, etc. Alderman Wolf wanted to know if these were residential requirements only. Paul stated we have a separate one for specific for commercial that has screening requirements and other stipulations. Alderman Wolf asked if there was any difficulty monitoring this. Paul stated we do not have difficulty. There are regulations and requirements and it should be part of a code, whether city or zoning. Alderman Wolf asked if you could meet it without a variance, it would go straight through the Building Department, as it currently has been. Paul said that is where it will continue to go unless they are asking for a variance outside of those codes.

Moses Amidei added that to be clear moving forward, in 2008 the city adopted the city code, so it was a combination of when we gave this to the codifier. They took every ordinance that the city has ever adopted and created a code. In 2011, when this ordinance was originally passed the origins probably said an ordinance adopting POD regulations. What should have happened was an ordinance amending the city code adopting POD's regulations so that the ordinance that was adopted in 2011 would have been embedded in American Legal Publishing. It was not searchable and it wasn't very transparent. Any time we make a change in an ordinance or make a new rule, the title of the ordinance needs to say "amending the city code" and then the subject matter so it does not get lost.

Alderman Emmett wants to know if there is a fine if left after the 30 days. Paul stated it would be handled no different than a building handling their code enforcement. Moses stated he is not sure if we have the authority to remove these off a private property. We do have the authority to issue tickets daily and take those tickets to adjudication. Once we get a judgment, if we do not get payment, we start leaning.

Alderman Wolf does not want these all over the neighborhood with no authority to get rid of it. Paul stated they would have to come forward with an extra circumstance that would require additional time.

The Mayor asked for additional questions. There were none.



Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Kunz Alderman Emmett		Alderman Stuewe	
Alderman Keeler Alderman McCarthy		Alderman Wolf	

The motion carried 4/2.

E. Approval of Ordinance 2025-11-11180 Authorizing an Amendment of Section 119; Garage and Rummage Sales to Temporary Uses and Structures in the City of Oak Forest City Code.

Alderman McCarthy made the motion. Alderman Stuewe seconded.

Paul stated regarding the amendment of PODS into our city code is included in the section with garage sales, as it is a similar idea of temporary use.

The current process to request a permit for garage sales is to personally come into City Hall and pick up the permit to be displayed in their window on the date of their event.

The process to request a permit for a POD is through the Building Department and free of charge. A permit is required for tracking purposes and when the 30 days starts.

Referencing these zoning code requirements as far as garage sales, you can have per year with these amendments would be the removal of the maximum numbers so you could have more than 2 or 3 a year, besides the annual garage sale. Code requirements still say you cannot obstruct a street or a sidewalk, no different than the kind of things that we are talking about with the PODS. The hours are not being changed; they are still required between 9:00 a.m. to 8:00 p.m. There was resale prohibition that stated you could not sell re-sold items or those types of things; which doesn't necessarily make sense considering a lot of garage sales do resell items.

Alderman Stuewe stated by the apartments there are garage sales that go on all week. They have 4 or 5 garage sales going on all of the time. Paul Ruane stated he would be sure to pass that information onto the Building Department to make sure they are aware of the situation.

Alderman Wolf stated you said you would turn it over to the Building Department to check it out, but if someone is doing it under this new ordinance, they could do it every day because there is no need for a permit or to display it so they could have it every day. We should enforce our



codes. Paul Ruane asked if there was a better number of garage sales to allow per year, so it is not necessarily 365 days per year. Alderman Wolf said when you mention 40 times per year you are just looking at someone who is just reselling a bunch of stuff, which drives traffic on that street which we do not want.

Nicole Tormey added she agrees with this, instead of giving them open-ended use of garage sales which will entice people to turn it into a home-based business basically opening their garage every day. She believes having the process of people coming in and getting a permit is not a huge deal. As to what Alderman Stuewe had just talked about, if people are abusing it, communication is needed with department heads so that we can hold people accountable and cite them if they are operating without a permit or having a garage sale without a permit. She stated she does not like the idea of getting rid of the permit because that opens the City up to bigger issues.

Alderman Kunz said considering that most people do not have that many garage sales per year, it would be nice to put an amount on it because that way you hinder these other people from doing this all of the time. I think we need a limit to try and curb the ones who are abusing it, like people are running businesses out of their garages and we need to limit it to 3 a year.

Nicole Tormey stated it is just a call to the Building Department and code enforcement to have them check it out. If they are supposed to have something in their window and they do not, then cite them.

Alderman Keeler stated he agrees you should get a permit and put it in your window to display because you can run a business Friday, Saturday and Sunday and you do not have to pay any taxes on it.

Alderman Wolf said you register for it. He cannot see anyone, unless they are in the business or something having one aside from the city garage sale, 3 more, so that allows you 4 a year. That is what it is now.

Moses asked if this was a Zoning Board recommendation? Paul Ruane stated this was an internal staff recommendation and not a Zoning Board recommendation. Moses suggested in light of the comments that this be tabled and brought back for further staff review and recommendation.

Nicole Tormey asked for clarification on whether Alderman McCarthy needs to modify his motion to table. Nicole Tormey asked Paul Ruane for clarification on what is the motion on the floor and if it is a two part motion. Paul Ruane replied it is to approve one ordinance with two amendments in it. There is no reason to break up the motion at this point. He still needs clarification on the max number requiring registration, which it makes sense if you're going to have a number. Also being requested was removing the display requirements.



Alderman Kunz asked if this was the same as the PODs; once they register then they know how many they have had and if they exceed the amount they should be fined. Paul stated yes but they do get the building permit.

Moses asked if this was an amendment to our zoning code. Paul stated no it is the city code.

Nicole Tormey asked if Paul Ruane wanted the motion tabled. Paul Ruane stated yes.

The Mayor stated we need a motion to table. Alderman McCarthy made the motion to table. Alderman Stuewe seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman McCarthy			
	Alderman Wolf		
Alderman Kunz			
Alderman Emmett			
Alderman Stuewe			
	Alderman Keeler		

The motion carried 4/2.

10. **Old Business**

None.

11. **New Business**

The Mayor stated people need to be aware that if there is 2 inches of snow on the ground, we need to keep space open for Public Works to do their job, so make sure you do that.

12. **Executive Session**

None.

13. **Adjournment**

Alderman Stuewe made the motion. Alderman Kunz seconded.

Roll call vote was taken as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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CITY OF OAK FOREST
City Council Meeting Minutes
Tuesday, November 11, 2025
City Council Chambers



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

Alderman Stuewe
Alderman Keeler
Alderman McCarthy
Alderman Wolf
Alderman Kunz
Alderman Emmett

The motion carried 6/0.

Meeting adjourned at 9:18 p.m.

Minutes prepared by:

Kelly Oehrlein, Deputy City Clerk

Approved:

James Hortsman, Mayor



City Clerk Nicole Tormey called the Committee of the Whole meeting to order at 6:02 p.m. with the Pledge of Allegiance and the Roll Call as follows:

- Present:* Alderman Keeler
Alderman McCarthy
Alderman Wolf
Alderman Kunz
Alderman Emmett
Alderman Stuewe

- Absent:* Mayor Hortsman

- Also Present:* City Clerk Nicole Tormey
Treasurer JoAnn Kelly
City Administrator Moses Amidei
Finance Director Colleen Julian

City Clerk Nicole Tormey asked for a motion for Mayor Pro Tem. Alderman McCarthy made the motion for Alderman Emmett to be Mayor Pro Tem. Alderman Stuewe seconded.

Roll call vote was taken as follows:

AYES	NAYS	ABSTAIN	ABSENT
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			
Alderman Emmett			
Alderman Stuewe			
Alderman Keeler			

The motion carried 6/0.

3. Review of Police and Fire Pension Funds including rates of return, contributions and funding ratios presented by the City’s actuary, Nyhart.

Jen Turk of Nyhart approached the podium. As of May 1, 2025 the assets performed better than the expected 7%. The funded percentage for current year are 2-3% higher from prior year. Contributions are 9% higher for police and 1% lower for fire.



Total participants for police have increased by two to 98. Fire stayed the same at 58 participants. Alderman Wolf clarified the five year summary is basically comparing the benefits invested as to overall market. Alderman Kunz asked if they are invested differently. Ms. Turk responded fire is a little more aggressive than police funds in general. Alderman Emmett asked Colleen Julian if the larger payments are included. The answer was yes.

As of May 1, 2025 there is \$10,000,000 in unfunded liability for fire. That amount is spread out to 2033. The amortization is \$1,858,762. The amortization is expected to grow with payroll. For police there is \$28,000,000 in unfunded liability. The amortization is \$3,700,000.

Alderman Emmett clarified the amounts are only the City of Oak Forest money not the state.

City Administrator asked Finance Director Colleen Julian if there was anything she would like to add. Colleen Julian remarked that her presentation will get into the pension funds. She pointed out that the city is paying \$4,500,000 into the police pension fund and a lot of that is for unfunded liabilities from the past.

Treasurer JoAnn Kelly remarked that it has been past elected officials position to have an obligation to the employees. She mentioned she believes it is important to stay the course.

City Administrator Moses Amidei noted tier two it did not pass veto session but there is potential for it to come up again next spring.

4. Discussion of 2025 Tax Levy Calculation

Finance Director Colleen Julian reported an overall summary of annual levy. There is new reviewed but also salary increases of \$476,000. There is a significant increase to insurance. Pension increases are \$361,000. \$200,000 of the fund balance was used last year to keep the levy down. If reserves are not used this year, property taxes will be raised \$838,000, 7%. 2024 levy was \$12.3 million. 2025 levy will be \$13.2 million. This does not add to the full time employee count. There are 126 full time positions in the budget. One open position which is Community and Economic Development Director which is approved but not funded. Police and fire pension contributions are increasing \$362,000, 6%. Salaries increasing at an estimate of \$476,000, 3.5%. Health insurance is increasing \$468,000, 18%. There is no information on workers compensation for this year.

General operations, each department was consulted and total requests total \$144,000. The Capital Improvement Program is still about \$1.5 million.



Colleen Julian reported she gets her revenue estimates from the Illinois Municipal League. There is a local use tax which they are expecting to decrease \$775,000. It is believed the new legislation is going to change local use tax to sales tax, which should offset. If it does not work out that way, there could be a problem. She is going to monitor the situation. Utility taxes will be decreasing. There has been an uptick in hotel tax and gaming revenue, specifically from the new casino. She expects a net positive.

Alderman Emmett asked about the proposed tax from the state on deliveries. He asked if Moses had any information. Colleen Julian replied she is not sure what will happen.

Alderman Keeler asked about (*inaudible*) tax. Colleen Julian stated the only tax she is aware of is the video gaming in our jurisdiction and money from the casino.

Moses Amidei noted research can be performed on streaming tax. Colleen Julian stated when she presented that idea in the past it was not favorable.

Actuarial computation of pension contributions are at \$4.4 million for police and \$1.8 for fire. The city is putting in \$3.2 million more than what the state requires. If the city does not do that, the piece will just grow.

Colleen Julian reported the levy needs to be passed by the end of the December. If the city would like to stay with the 5% levy, \$250,000 in reserves can be used. That is temporary. Capital projects can be postponed but she does not recommend that. Alderman Emmett does not like to keep taking money from reserves. Colleen Julian reported as of April 2025 there is \$15.9 million in reserves. The large deficit plan this year is designed to tackle some capital improvement projects. At the end of fiscal year 2026 there should be \$11.6 million in reserves. If \$250,000 in reserves are used, the city will have \$11.3 million at the end of fiscal year 2026.

The equalized assessed value has been pretty flat for a very long time. In 2023 assessment had a major increase. This past year we dropped 1%. This was due to change in value in homes. The levy will be divided among the properties in town.

Colleen Julian discussed TIF funds. The fund balance for the TIF districts has increased significantly to \$971,000. All loans have been paid off which were previously \$3.45 million. TIF 4 has a negative fund balance which should be changing in the near future. TIF 5 is the industrial park which should increase in the future.

Colleen Julian asked for feedback from council.



Treasurer Kelly noted this is the second year the county is late getting the property tax bills out. She asked how it impacts the city in general. Colleen Julian stated the city has not received any property taxes since last March. Alderman Emmett clarified he replenishes reserves when the city receives the property tax money.

Alderman Keeler asked how fast the city received money from the county. She replied very fast. She will have significant dollars by the end of the year.

Alderman Emmett asked for any additional questions. Seeing none.

Colleen Julian reiterated she is looking for direction.

Alderman McCarthy stated he likes the idea of using the \$250,000 and keeping the levy low.

Alderman Wolf agreed with Alderman McCarthy. He believed last time there were similar adjustments. Colleen Julian stated the city has been fortunate that they anticipated using reserves. The city actually never did dip into reserves. She is unsure about the use tax.

5. **Citizen Participation**

None.

6. **Old business**

None.

7. **New business**

None.

8. **Executive session**

None.

9. **Adjournment**

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

Roll call vote was taken as follows:



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

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Stuewe			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Kunz			

The motion carried 5/0.

Meeting adjourned at 7:14 p.m.

Prepared by:

Nicole Tormey, City Clerk

James Hortsman, Mayor

APPROVED 11-20-25
PFC
W. Blatchford
Pat Beatty
Richard E. Beatty

CITY OF OAK FOREST

FIRE & POLICE COMMISSION MEETING AGENDA

WEDNESDAY SEPTEMBER 24, 2025

1:00 PM

BLUE ROOM

1. Roll Call-Roll call taken at 1:03pm. Present were Commissioners Blatchford and Beatty. Absent was Commissioner Gericke.
2. Approval of Minutes-Meeting minutes from meetings on 8-21-25, 9-2-25, and 9-9-25 were submitted for review and approval. Motion Commissioner Blatchford to accept, seconded by Commissioner Beatty. All were in favor, motion passed.
3. Correspondence-Invoice 1839 from testing company Cops and Fire dated 9-15-25 for \$15.02 for shipping fee for Police Entry application files submitted for approval. Motion Commissioner Blatchford to accept, seconded by Commissioner Beatty. All were in favor, motion passed.
4. Old Business-None
5. Review and Approval of Final Police Officer Entry List-Motion Commissioner Blatchford to accept and approve, seconded by Commissioner Beatty. All were in favor, motion passed.
6. New Business-None
7. Citizen Participation-None
8. Adjournment-Motion Commissioner Blatchford to adjourn, seconded by Commissioner Beatty. All were in favor, motion passed. Meeting adjourned at 1:12pm.

APPROVED
PFC 11-20-25
W. Blatchford
Richard E. Beatty
Bob Durano

CITY OF OAK FOREST

FIRE & POLICE COMMISSION MEETING AGENDA

WEDNESDAY NOVEMBER 5, 2025

4:00 PM

BLUE ROOM

1. Roll Call-Roll call taken at 4:03pm. Present were Commissioners Blatchford, Beatty, and Gericke. Also present were Fire Chief Kasper, Police Chief Durano, and Police Investigator Engle.
2. Approval of Minutes-Tabled
3. Correspondence-None
4. Old Business-None
5. Review of Police Candidate Backgrounds-Investigator Engle presented the background investigation results on Police Candidates Sylvestre Garcia and Lizahaira Mora. After review and discussion, motion Commissioner Blatchford to accept both as candidates, seconded by Commissioner Gericke. All were in favor, motion passed. Files to be forwarded to Human Resources for further action.
6. Discussion on Entry Firefighter Testing-Chief Kasper offered information and discussed the use of the National Testing Network as a possible alternative to Firefighter testing and recruitment.
7. New Business-None
8. Citizen Participation-None
9. Adjournment-Motion Commissioner Blatchford to adjourn, seconded by Commissioner Beatty. All were in favor, motion passed. Meeting adjourned at 5:25pm.

EMERGENCY TELEPHONE SYSTEM BOARD

MINUTES (SUMMARIZED)

NOVEMBER 4, 2025

ATTENDANCE

Police Chief Durano, IT Tom Rieman, DPW Director Mike Salamowicz and Supvr. Marilyn Morgan.

APPROVAL OF MINUTES

Motion to approve the Minutes from the October 7, Meeting made by Scott Durano, seconded by Tom Rieman and agreed to by all.

APPROVAL OF BILLS

\$1,908.00 = Safe Electrical Service – added voltage segment, \$892.17 – IPSTA – Conference for 2 Dispatchers, and \$174.02 Hyatt Place – lodging for Tyler training for 3 Dispatchers were approved for payment. Motion made by Tom Rieman, seconded by Scott Durano and agreed to by all.

NEW BUSINESS

Tom Rieman provided a Budgetary Quote for RapidSOS for a 5-year contract.

OLD BUSINESS

Scott Durano gave an update on the replacement backup system. Tom Rieman gave an update on the testing text to 911. Still not active but all Dispatchers have had training for this application when it is active.

PUBLIC COMMENT

None

ADJOURNMENT

Motion to adjourn at 0918 hours made by Scott Durano , seconded by Tom Rieman and agreed to by all. Next scheduled Meeting is Tuesday, December 2, 2025 in the Oak Forest City Council Chambers.

Marilyn Morgan

12-2-25

**CITY OF OAK FOREST
PLANNING & ZONING COMMISSION MEETING MINUTES
Wednesday, November 19, 2025**

The Planning & Zoning Commission meeting was called to order at 7:00 p.m. by Chairman Ziak.

Pledge of allegiance.

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

ABSENT: Commissioner Bittner
Commissioner LaRoche
Commissioner McGrath

1. Approval of Planning and Zoning Commission Meeting Dates for 2026

Staff presented the proposed meeting dates for 2026. Commissioners reviewed the calendar and discussed typical exceptions for holidays and election days. No concerns were raised.

Chairman Ziak asked for a motion to approve the Planning and Zoning Commission Meeting Dates for 2026. Commissioner Larson made a motion, Commissioner Runge seconded.

All in attendance answered aye.

The proposed meeting dates for 2026 will be every 1st and 3rd Wednesday of every month.

2. Auto Dealership and Repair at 15126 S. Cicero Avenue – Preliminary Discussion PUBLIC MEETING

Staff introduced a preliminary inquiry regarding the potential redevelopment of 15126 S. Cicero Avenue as an auto dealership combined with an auto repair use.

Summary of Discussion:

- Commissioners asked clarifying questions about site circulation, parking orientation, and screening requirements.
- Discussion included ensuring compliance with outdoor vehicle display rules, lighting standards, and buffering from nearby residential parcels.
- Concerns were raised about vehicle stacking in drive aisles and whether the parcel size can adequately support both sales and service uses.

Additional Questions

- Chairmen Ziak questioned whether or not auto-oriented uses is something we want on Cicero Avenue and that the city has bent over backwards to try make Cicero an entertainment district. Ziak called on direction from Council
- Commissioner Forbes was open to allowing for a variety of uses on Cicero because they generate tax revenue for the City
- Commissioner Runge called for places people want to walk to on Cicero
- Commissioner Guisinger highlighted his desire to prohibit auto uses near the train station especially the GRD.
- Commission Ater shared that he did not want to see auto-uses along Cicero

3. Cremation Facilities – Preliminary Discussion on A Possible Text Amendment **PUBLIC MEETING**

The commission favors permitting crematoriums in industrial zones and requiring special use approval for commercial zones to balance business interest and community concerns.

Staff proposed a text amendment to allow crematoriums as permitted uses in industrial districts and possibly special uses in commercial districts due to recent business interest in pet and human cremation services.

- Industrial district has regulations on emissions and noise, making it suitable for crematoriums
- Commercial district allowance raised concerns about proximity to residential areas and potential resident pushback despite EPA emission standards
- Commissioners generally supported permitting crematoriums in industrial areas given their low visibility and sound impact
- Special use permits in commercial zones would allow case-by-case evaluation of technology, size, and emissions, easing community concerns
- Funeral homes are already permitted in commercial districts, and crematoriums are seen as similar in terms of noise and customer impact

Commissioners emphasized the importance of technology standards and footprint size as conditions for approval in commercial areas.

- Newer cremation technologies with low emissions could mitigate resident concerns
- Commercial districts should focus on uses that generate sales tax revenue, while crematoriums contribute more to property taxes
- Staff plans to return with a formal text amendment reflecting permitted use in industrial zones and special use in commercial zones
-

4. Sign Code – Presentation and Discussion on Temporary Signs and Commonly Approved Variances: **PUBLIC MEETING**

Community Planner Hunter shared plans to eliminate the office zoning district by rezoning existing office parcels to commercial, aligning zoning with the comprehensive plan.

- **Parcels in three office districts will be rezoned to commercial to match the city’s comprehensive plan designations and reflect current use trends**
 - The office district allows up to **four stories** in height, whereas the commercial C3 district allows **three stories**, which staff suggests matching to four stories to preserve conforming uses
 - The office districts mainly contain medical and professional offices, with some parcels under consideration for non-office uses like catering
 - Rezoning requires notifying property owners and residents within **250 feet**, with a planned public hearing in early January to accommodate community feedback
 - The change aims to clarify zoning, improve consistency, and avoid confusion over allowed uses without drastically changing land use rights
- **Commissioner’s support moving forward with the rezoning and see it as a logical housekeeping step that reflects current uses and market conditions**
 - The timing was adjusted to avoid holiday season complications, allowing property owners adequate response time
 - Staff will prepare a text amendment to remove references to the office district in the zoning code concurrently with the map amendment
 - Rezoning is not expected to trigger widespread redevelopment but will provide clarity and flexibility for property owners and developers

Chairman Ziak opened the meeting for public comment. Seeing none, public comment was closed.

Chairman Ziak asked for a motion for approval of November 5, 2025 minutes. Chairman Ziak asked for any comments. None

Commissioner Guisinger made a motion to approve. Commissioner Ater seconded.

Roll call.

AYES	NAYS	ABSTAIN	ABSENT
Commissioner Ater			
			Commissioner Bittner
Commissioner Forbes			
Commissioner Guisinger			
Commissioner Larson			
			Commissioner LaRoche
			Commissioner McGrath
Commissioner Runge			
Chairman Ziak			

Motion carried 6-0, 3 absent. The motion was approved.

Chairman Ziak asked for a motion to adjourn. Commissioner Forbes made a motion, Commissioner Runge seconded.

All in attendance answered aye.

Meeting adjourned at 8:14 p.m.

Minutes prepared by Hunter Heyman, Community Planner.

CHAIRMAN ZIAK

A handwritten signature in blue ink, appearing to be "P. Ziak", written over a horizontal line.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 2, 2025
TO: Mayor Hortsman, City Council
FROM: Finance Director Julian
SUBJECT: Ordinance 2025-12-1121O 2015A and B General Obligation Bonds Tax Abatement

Background

The ordinance for the General Obligation Bonds, Series 2015A and Series 2015B provides for a tax levy in the year 2025 in the amount of \$1,189,675.00. Payments for this bond are made from the Water and Sewer Fund, which has available funds from user fees. Since sufficient funds are available to pay the debt service without levying taxes, the 2025 tax levy should be abated in the amount of \$1,189,675.00.

Recommendation

Motion to approve Ordinance 2025-12-1121O 2015A and B General Obligation Bonds Tax Abatement in the amount of \$1,189,675.00.

Action Requested

Approve the requested tax abatement for the 2015A and B bonds.

CITY OF OAK FOREST, ILLINOIS

ORDINANCE NO. 2025-12-11210

AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2025 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2026.

Passed by the City Council, _____, 2025

Printed and Published, _____, 2025

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

CITY OF OAK FOREST, ILLINOIS
ORDINANCE NO. 2025-12-11210

AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2025 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2026.

WHEREAS, the City of Oak Forest did approve an Ordinance No. 2015-09-0558O (the "Ordinance") providing for the issuance of not to exceed \$10,250,000 General Obligation Bonds, Series 2015, of the City of Oak Forest, Cook County, Illinois, for the purpose of financing certain water system and other capital improvements within said City and refunding certain outstanding bonds of said City, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds authorizing and directing the execution of an escrow agreement in connection with the issue of said bonds, and authorizing the sale of said bonds to the purchaser thereof; and,

WHEREAS, Ordinance No. 2015-09-0558O and the Notification of Sale of General Obligation Bonds, Series 2015A and General Obligation Refunding Bonds, Series 2015B (the "Notification of Sale") provided for the issue of the bonds and further provided for the levy of taxes with respect to said issues; and,

WHEREAS, the enactments continued to allow for the levy and collection of taxes with respect to the outstanding bonds; and,

WHEREAS, the Ordinance and the Notification of Sale provide for the levy for the General Obligation Refunding Bonds, Series 2015A, in the year 2025 in an amount of Four Hundred Four Thousand Five Hundred Twenty-Five and 00/100 Dollars (\$404,525.00), including principal and interest; and,

WHEREAS, the Ordinance and the Notification of Sale provide for the levy for the General Obligation Refunding Bonds, Series 2015B, in the year 2025 in an amount of Seven Hundred Eighty-Five Thousand One Hundred Fifty and 00/100 Dollars (\$785,150.00), including principal and interest; and,

WHEREAS, there are monies available and decreed adequate to fund the necessary annual contribution without use of the full amount to be levied.

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

Section 1. Recitals. The above-stated recitals are incorporated herein by reference, as if fully set forth herein.

Section 2. Approval and Adoption. The County Clerk of Cook County is hereby authorized and directed to abate the 2025 tax levy provided to pay the principal and interest of the General Obligation Bonds, Series 2015A in the amount of Four Hundred Four Thousand Five Hundred Twenty-Five and 00/100 Dollars (\$404,525.00).

The County Clerk of Cook County is hereby authorized and directed to abate the entire 2025 tax levy provided to pay the principal and interest of the General Obligations Refunding Bonds, Series 2015B in the amount of Seven Hundred Eighty-Five Thousand One Hundred Fifty and 00/100 Dollars (\$785,150.00).

The County Clerk is further directed not to spread the said tax in the amount stated.

Section 3. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 4. Filing. A certified copy of this Ordinance shall be filed with the Cook County Clerk within 30 days after its adoption.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

ADOPTED

This _____ Day of _____, 2025

APPROVED By Mayor

This _____ Day of _____, 2025

JAMES A. HORTSMAN, MAYOR

ATTEST:

NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Curt Kunz Fourth Ward				
James Emmett Fifth Ward				
James Stuewe Sixth Ward				
Ericka Vetter Seventh Ward				
James Hortsman Mayor				



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 2, 2025
TO: Mayor Hortsman, City Council
FROM: Finance Director Julian
SUBJECT: Ordinance 2025-12-1122O 2016A General Obligation Bonds Tax Abatement

Background

The ordinance for the General Obligation Refunding Bonds, Series 2016A provides for a tax levy in the year 2025 in the amount of \$465,800. Payments for this bond are made from the TIF 3 Fund, which has available funds. Since sufficient funds are available to pay the debt service without levying taxes, the 2025 tax levy should be abated in the amount of \$465,800.

Recommendation

Motion to approve Ordinance 2025-12-1122O 2016A General Obligation Bonds Tax Abatement in the amount of \$465,800.

Action Requested

Approve the requested abatement for the 2016A bonds.

CITY OF OAK FOREST, ILLINOIS

ORDINANCE NO. 2025-12-11220

AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2025 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2026.

Passed by the City Council, _____, 2025

Printed and Published, _____, 2025

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

CITY OF OAK FOREST, ILLINOIS
ORDINANCE NO. 2025-12-11220

AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2025 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2026.

WHEREAS, the City of Oak Forest did approve an Ordinance No. 2016-11-06220 (the "Ordinance") providing for the issuance of not to exceed \$10,200,000 General Obligation Refunding Bonds, Series 2016, of the City of Oak Forest, Cook County, Illinois, for the purpose of refunding certain outstanding bonds of said City, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with the issuance of said bonds, and authorizing the sale of said bonds to the purchasers thereof; and,

WHEREAS, Ordinance No. 2016-11-06220 and the Notification of Sale of General Obligation Refunding Bonds, Series 2016A and General Obligation Refunding Bonds, Series 2016B (the "Notification of Sale") provided for the issue of the bonds and further provided for the levy of taxes with respect to said issues; and,

WHEREAS, the enactments continued to allow for the levy and collection of taxes with respect to the outstanding bonds; and,

WHEREAS, the Ordinance and the Notification of Sale provide for the levy for the General Obligation Refunding Bonds, Series 2016A, in the year 2025 in an amount of Four Hundred Sixty-Five Thousand Eight Hundred and 00/100 Dollars (\$465,800.00), including principal and interest; and,

WHEREAS, there are monies available and decreed adequate to fund the necessary annual contribution without use of the full amount to be levied.

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

Section 1. Recitals. The above-stated recitals are incorporated herein by reference, as if fully set forth herein.

Section 2. Approval and Adoption. The County Clerk of Cook County is hereby authorized and directed to abate the 2025 tax levy provided to pay the principal and interest of the General Obligation Bonds, Series 2016A in the amount of Four Hundred Sixty-Five Thousand Eight Hundred and 00/100 Dollars (\$465,800.00). The County Clerk is further directed not to spread the said tax in the amount stated.

Section 3. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 4. Filing. A certified copy of this Ordinance shall be filed with the Cook County Clerk within 30 days after its adoption.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

ADOPTED

This _____ Day of _____, 2025

APPROVED By Mayor

This _____ Day of _____, 2025

JAMES A. HORTSMAN, MAYOR

ATTEST:

NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Curt Kunz Fourth Ward				
James Emmett Fifth Ward				
James Stuewe Sixth Ward				
Ericka Vetter Seventh Ward				
James Hortsman Mayor				



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 2, 2025
TO: Mayor Horstman, City Council
FROM: Finance Director Julian
SUBJECT: Ordinance 2025-12-1123O 2025 LEVY

Background

The proposed 2025 levy (enclosed) is \$12,905,393 — an increase of \$606,150 or 4.9% from last year. The estimated increase to a homeowner for the city's portion of the real estate tax bill is \$71 a year.

The following income/expenses contribute to the increase.

- Salaries and insurance increase of \$926,000
- Pension contributions increase of \$362,000
- Prior year deficit of \$200,000
- Increased revenue of \$722,000

The total required increase is \$864,000 or 7%. Staff and elected officials reviewed the required increase and determined that increasing the levy while equalized assessed value (EAV) is not increasing is unsustainable for many households and businesses. Local businesses and residents are still struggling from increased energy, food, insurance and interest costs. For these reasons, the city is choosing to use alternative resources rather than a large tax increase to meet its obligations. The city will use \$250,000 of reserves to fill the "gap."

It's possible to use reserves rather than increase taxes the full amount because city has available resources in its fund balance to offset a portion the 2025 levy requirement. The estimated fund balance at the end of fiscal year 2027 after using \$250,000 will be \$11.7M (including working cash of \$450,000). This is 50% of expenses and exceeds our fund balance policy which requires 25-35% of expenses.

Using reserves is a short-term solution. In the future, the city will need to either increase the levy, find alternative revenues or decrease costs. The assessment of the city from an outside contractor noted that all roads appear to lead toward service cuts – or doing less with less – unless the city's tax base grows.

Recommendation

Motion to approve Ordinance 2025-12-1123O for the 2025 tax levy.

Action Requested

Approve the 2025 tax levy ordinance.

CITY OF OAK FOREST

ORDINANCE NO. 2025-12-11230

AN ORDINANCE LEVING TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK,
STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY,
2025 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2026.

Passed by the City Council, _____, 2025

Printed and Published, _____, 2025

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. 2025-12-11230

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

AN ORDINANCE LEVING TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2025 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2026.

Shall be, and is hereby, adopted as follows:

Section 1. Recitals. The above-stated recitals are incorporated herein by reference, as if fully set forth herein.

Section 2. Approval and Adoption. The City of Oak Forest hereby approves and adopts a tax for the following sums of money or as much thereof as may be authorized by law to defray all expenses and liabilities of the City of Oak Forest, Illinois and the same is hereby levied for the purposes specified against all taxable properties in the City of Oak Forest, Illinois for the Fiscal Year commencing on the first day of May, 2025 and ending on the thirtieth day of April, 2026.

Section 3. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 4. Filing. A certified copy of this Ordinance shall be filed with the Cook County Clerk within 30 days after its adoption.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

ADOPTED

This _____ Day of _____, 2025

APPROVED By Mayor

This _____ Day of _____, 2025

JAMES A. HORTSMAN, MAYOR

ATTEST:

NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Curt Kunz Fourth Ward				
James Emmett Fifth Ward				
James Stuewe Sixth Ward				
Ericka Vetter Seventh Ward				
James Hortsman Mayor				

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

I, James A Horstman, hereby certify that I am the presiding officer of the City of Oak Forest, and as such presiding officer, I certify that the Levy Ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of the Illinois Property Tax Code-Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85 (2002).

This certificate applies to the 2025 levy.

JAMES A. HORTSMAN, MAYOR

Date: December 9, 2025

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
GENERAL CORPORATE FUND**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
ADMINISTRATION		
PERSONNEL SERVICES	974,373	
COM FEES & EXPENSE	76,500	
COMMODITIES	120,750	
MAINTENANCE	69,000	
CONTRACTUAL SERVICES	505,214	
CAPITAL EQUIPMENT	234,200	
STREET		
PERSONNEL SERVICES	1,329,182	
COM FEES & EXPENSE	500	
COMMODITIES	246,100	
MAINTENANCE	299,500	
CONTRACTUAL SERVICES	383,827	
CAPITAL EQUIPMENT	570,000	
BUILDING & GROUNDS		
PERSONNEL SERVICES	42,777	
COMMODITIES	16,540	
MAINTENANCE	65,000	
CONTRACTUAL SERVICES	14,000	
CAPITAL EQUIPMENT	884,000	
BUS		
PERSONNEL SERVICES	31,150	
COM FEES & EXPENSE	200	
COMMODITIES	11,550	
MAINTENANCE	5,300	
CONTRACTUAL SERVICES	2,400	
CABLE COMMISSION		
PERSONNEL SERVICES	17,205	
COM FEES & EXPENSE	1,150	
COMMODITIES	3,060	
MAINTENANCE	12,900	
CONTRACTUAL SERVICES	-	
CAPITAL EQUIPMENT	-	
BUILDING		
PERSONNEL SERVICES	491,994	
COMMODITIES	30,800	
MAINTENANCE	15,400	
CONTRACTUAL SERVICES	161,779	
CAPITAL EQUIPMENT	17,000	
COMMUNITY DEVELOPMENT		
PERSONNEL SERVICES	163,115	
COMMODITIES	139,650	
MAINTENANCE	3,500	
CONTRACTUAL SERVICES	73,158	
CAPITAL EQUIPMENT	896,000	
TOTAL	<u><u>7,908,774</u></u>	<u><u>553,354</u></u>

GENERAL CORPORATE FUND
LEVIED FOR ALL THE FOREGOING EXPENSES FOR THE GENERAL
ADMINISTRATION, STREET AND PUBLIC WORKS AND POLICE
DEPARTMENTS FROM THE TAX FOR GENERAL CORPORATE PURPOSES.

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
FIRE PROTECTION**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
FIRE		
PERSONNEL SERVICES	3,530,975	
COM FEES & EXPENSE	500	
COMMODITIES	226,870	
MAINTENANCE	232,300	
CONTRACTUAL SERVICES	870,215	
CAPITAL EQUIPMENT	678,160	
TOTAL	<u>5,539,020</u>	<u>1,304,486</u>

FIRE PROTECTION
LEVIED FOR THE FOREGOING FIRE DEPARTMENT PURPOSES FROM
THE SPECIAL TAX PROVIDED IN CHAPTER 65, SECTION 11-7-3 OF
THE ILLINOIS MUNICIPAL CODE, (REFERENDUM APROVED .20 RATE
ON AUGUST 13, 1956, ORD #3430).

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
POLICE PROTECTION**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
POLICE		
PERSONNEL SERVICES	6,399,360	
COM FEES & EXPENSE	2,500	
COMMODITIES	379,237	
MAINTENANCE	204,500	
CONTRACTUAL SERVICES	1,416,557	
CAPITAL EQUIPMENT	622,380	
TOTAL	<u>9,024,535</u>	<u>2,188,922</u>

POLICE PROTECTION
LEVIED FOR THE FOREGOING POLICE DEPARTMENT PURPOSED FF
THE SPECIAL TAX PROVIDED IN CHAPTER 65, SECTION 11-1-3 OF
THE ILLINOIS MUNICIPAL CODE.

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
ESDA**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
ESDA		
PERSONNEL SERVICES	31,488	
COM FEES & EXPENSE	300	
COMMODITIES	12,925	
MAINTENANCE	24,222	
CONTRACTUAL SERVICES	2,700	
CAPITAL EQUIPMENT	87,053	
TOTAL	<u>158,688</u>	<u>44,920</u>

E.S.D.A.
LEVIED FOR THE FOREGOING PURPOSE FROM THE SPECIAL TAX
PROVIDED IN CHAPTER 127, SECTION 281, OF THE ILLINOIS
MUNICIPAL CODE.

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
POLICE PENSION FUND**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
	<u> </u>	<u> </u>
POLICE PENSION		
PERSONNEL SERVICES	3,600,000	
COM FEES & EXPENSE	-	
COMMODITIES	35,000	
MAINTENANCE	-	
CONTRACTUAL SERVICES	100,000	
CAPITAL EQUIPMENT	-	
TOTAL	<u><u>3,735,000</u></u>	<u><u>4,454,851</u></u>

POLICE PENSION
FOR THE POLICE PENSION FUND THERE IS HEREBY LEVIED A TAX
IN ADDITION TO ALL OTHER TAXES, AS PROVIDED BY LAW.

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
FIRE PENSION**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
	<u> </u>	<u> </u>
FIRE PENSION		
PERSONNEL SERVICES	2,100,000	
COM FEES & EXPENSE	-	
COMMODITIES	35,000	
MAINTENANCE	-	
CONTRACTUAL SERVICES	100,000	
CAPITAL EQUIPMENT	-	
TOTAL	<u><u>2,235,000</u></u>	<u><u>1,858,762</u></u>

FIRE PENSION
FOR THE FIRE PENSION FUND THERE IS HEREBY LEVIED A TAX
IN ADDITION TO ALL OTHER TAXES, AS PROVIDED BY LAW.

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
IMRF**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
	<u> </u>	<u> </u>
IMRF		
AMINISTRATION	64,316	
FIRE	3,126	
POLICE	41,663	
STREET	67,879	
BUILDINGS & GROUNDS	-	
BUILDING	20,024	
COMMUNITY DEVELOPMENT	8,368	
TOTAL	<u>205,376</u>	<u>205,376</u>

I.M.R.F.
FOR THE COST OF PARTICIPATION IN THE ILLIONOIS MUNICIPAL RETIREMENT FUND,
AS PROVIDED IN CHAPTER 109 1/2, SECTION 7-171 OF THE ILLINOIS MUNICIPAL CODE.

CITY OF OAK FOREST
 ANNUAL TAX LEVY ORDINANCE
 FICA

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
FICA		
AMINISTRATION	74,540	
FIRE	83,694	
POLICE	152,005	
STREET	100,159	
EMA	2,409	
BUILDING & GROUNDS	3,272	
COMMUNITY BUS	2,383	
CABLE COMMISSION	1,316	
BUILDING	37,638	
COMMUNITY DEVELOPMENT	12,478	
TOTAL	<u>469,894</u>	<u>469,894</u>

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
LIABILITY INSURANCE FUND**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
INSURANCE		
AMINISTRATION	349,535	
FIRE	409,110	
POLICE	523,738	
STREET	145,111	
ESDA	1,043	
BUS	-	
TOTAL	<u><u>1,428,537</u></u>	<u><u>1,428,537</u></u>

LIABILITY INSURANCE FUND
AMOUNT SUFFICIENT TO PAY INSURANCE PREMIUM AND PAYMENT OF TORT
JUDGEMENT AND BONDS, CHAPTER 85, SECION 9-107.

**CITY OF OAK FOREST
ANNUAL TAX LEVY ORDINANCE
AUDIT FUND**

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
AUDIT EXPENDITURES	20,407	
TOTAL	<u>20,407</u>	<u>20,407</u>

AUDIT FUND
A RATE SUFFICIENT TO PAY COAST OF AUDIT AS PROVIDED 50ILCS 310/9.

GRAND TOTAL	<u>30,725,230</u>	<u>12,529,508</u>
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**CITY OF OAK FOREST
ANNUAL LEVY
TAX RECAPITULATION**

	2024 FINAL ASSESSED VALUATION= 640,123,318		2025 PROJECTED ASSESSED VALUATION= 640,123,318	
	AMOUNT LEVIED	2024 TAX RATE	AMOUNT LEVIED	2025 EST TAX RATE
GENERAL CORPORATE	1,550,810	0.2423%	553,354	0.0864%
POLICE PROTECTION	1,505,853	0.2352%	2,188,922	0.3420%
FIRE PROTECTION	1,000,038	0.1562%	1,304,486	0.2038%
IMRF	233,237	0.0364%	205,376	0.0321%
FICA	460,974	0.0720%	469,894	0.0734%
EMA	14,917	0.0023%	44,920	0.0070%
MUNICIPAL BONDS & INT.	-	0.0000%	-	0.0000%
	-			
	-			
POLICE PENSION FUND	4,195,631	0.6554%	4,454,851	0.6959%
FIRE PENSION FUND	1,935,006	0.3023%	1,858,762	0.2904%
AUDIT	15,613	0.0024%	20,407	0.0032%
LIABILITY INSURANCE	1,387,162	0.2167%	1,428,537	0.2232%
TOTAL	12,299,241	1.921%	12,529,508	1.9574%



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 2, 2025
TO: Mayor Hortsman, City Council
FROM: Finance Director Julian
SUBJECT: Ordinance 2025-12-1126O - Amending Grocery Tax Ordinance

Background

Last July, the City passed the Municipal Grocery Tax imposing a 1% tax on the gross receipts from the sales of groceries at retail. On November 19, 2025, the City received a letter from the Illinois Department of Revenue (IDOR) requiring the addition of the language shown below as italicized and underscored and by deleting the language shown as stricken through.

(A) Municipal Grocery Service Occupation Tax.

(1) Beginning January 1, 2026, a tax is hereby imposed upon all persons engaged in the City in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service at the rate of 1% of the gross receipts from such sales made in the course of such business 1% of the selling price of all groceries transferred by such servicemen as an incident to a sale of service while this Ordinance is in effect.

Recommendation

Motion to approve Ordinance 2025-12-1126O An Ordinance Amending the original Ordinance 2025-07-1101O Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax.

Action Requested

Approve the requested amending ordinance. This is just a clarification required by the IDOR. This will not have any impact on the revenue collected.



Illinois Department of Revenue

Legal Services Office
101 W. Jefferson St. MC 5-500
Springfield, IL 62794

November 19, 2025

Nicole Tormey
City Clerk
City of Oak Forest
15440 Central Avenue
Oak Forest, IL 60452-2104

Re: Ordinance No. 2025-07-1101O
Municipal Grocery Occupation Tax

Dear Ms. Tormey:

This is to acknowledge receipt of Oak Forest's Ordinance No. 2025-07-1101O imposing a Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax at the rate of 1%.

The Illinois Department of Revenue shall collect, administer, and enforce the Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax effective **January 1, 2026**, in accordance with the provisions of 65 ILCS 5/8-11-24.

While we are accepting this ordinance for purposes of meeting the October 1, 2025 filing deadline for implementation on January 1, 2025, we must ask Oak Forest to amend or replace the ordinance to address the following issue(s):

- In Sec. 33.070(B)(1) of the Code, please replace "1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect" with "1% of the selling price of all groceries transferred by such servicemen as an incident to a sale of service while this Ordinance is in effect".

Please adopt a conforming ordinance and file a certified copy with the Department on or before **January 1, 2026** at the following address:

Local Tax Allocation Division (3-500)
Illinois Department of Revenue
101 W. Jefferson St.
Springfield, IL 62702

If you have any questions regarding this letter, please contact our office at the number listed below. If you have questions concerning the distribution of the tax, please contact the Department's **Local Tax Allocation Division at (217) 785-6518 or rev.localtax@illinois.gov**.

Oak Forest – Grocery Occupation Tax

Page 2

November 19, 2025

Very truly yours,



Alexis K. Overstreet
Deputy General Counsel
(217) 782-7055

AKO:slc

Cc: Aaron Allen, Local Tax Allocation Division

CITY OF OAK FOREST, ILLINOIS
ORDINANCE NO. 2025-12-11260

AN ORDINANCE AMENDING ORDINANCE NO. 2025-07-11010
TO IMPLEMENT A MUNICIPAL GROCERY RETAILERS’
OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX

WHEREAS, the City of Oak Forest (“City”) filed before the preceding October 1st with the Illinois Department of Revenue City Ordinance No. 2025-07-11010, approved and passed the 22nd day of July, 2025, imposing a tax “upon all persons engaged in the business of selling groceries at retail in the municipality” (the “Municipal Grocery Tax”); and,

WHEREAS, the Municipal Grocery Retailers’ Occupation Tax was imposed “at the rate of 1% of the gross receipts from these sales” (65 ILCS 5/8-11-24); and,

WHEREAS, by correspondence dated November 19, 2025, from the Illinois Department of Revenue to the City, the Department of Revenue acknowledged receipt of said City Ordinance No. 2025-07-11010 and requested the following limited amendment and clarification to the language of Ordinance No. 2025-07-11010.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oak Forest as follows:

SECTION 1. Incorporation and Ratification. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2. Ratification. Ordinance No. 2025-07-11010, approved and passed the 22nd day of July, 2025, by the City, is hereby ratified and affirmed in its entirety, as currently filed with the Illinois Department of Revenue, with the following amendment hereby made to said Ordinance.

SECTION 3. Amendment. That Section 2 of previously approved City Ordinance 2025-07-11010 is set forth below in its entirety and is hereby amended by adding those provisions shown below as italicized and underscored and by deleting those provisions shown as stricken through:

Section 2. **Code Amendment.** Chapter 33, entitled “Revenue and Finance” is hereby amended to add a new Section 33.070 “Municipal Grocery Retailers’ Occupation Tax and Municipal Grocery Service Occupation Tax” which shall read as follows:

**§ 33.070 - MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX
AND MUNICIPAL GROCERY SERVICE OCCUPATION TAX.**

(A) Municipal Grocery Retailers' Occupation Tax.

- (1) Beginning January 1, 2026, a tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in the City at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect.
- (2) The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).
- (3) The tax imposed by this Section, and all civil penalties that may be assessed as an incident thereto, shall be remitted to, collected by and enforced by the Illinois Department of Revenue in accordance with the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), as amended. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Section.
- (4) ~~Reserved. The failure to timely collect or remit all taxes due pursuant to this Section, or otherwise comply with state law, is a violation of this Code, and shall be subject to the penalties set forth in this Code, and may be subject to suspension and/or revocation of any business license issued by the City, as set forth in § 110.010 of this Code.~~

(B) Municipal Grocery Service Occupation Tax.

- (1) Beginning January 1, 2026, a tax is hereby imposed upon all persons engaged in the City in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service at the rate of ~~1% of the gross receipts from such sales made in the course of such business~~ 1% of the selling price of all groceries transferred by such servicemen as an incident to a sale of service while this Ordinance is in effect.
- (2) The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

(3) The tax imposed by this Section, and all civil penalties that may be assessed as an incident thereto, shall be remitted to, collected by and enforced by the Illinois Department of Revenue in accordance with the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), as amended. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Section.

(4) ~~*Reserved.* The failure to timely collect or remit all taxes due pursuant to this Section is a violation of this Code, and shall be subject to the penalties as set forth in this Code, and may be subject to suspension and/or revocation of any business license issued by the City, as set forth in § 110.010 of this Code.~~

SECTION 4. Filing With IDOR. Clerk to file Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance Amending Ordinance No. 2025-07-11010 with the Illinois Department of Revenue as soon as possible.

SECTION 5. Repeal of Conflicting Provisions. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 6. Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 7. Effective Date. The City Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4. The taxes imposed by Ordinance 2025-07-11010, as amended by this Ordinance, shall be effective January 1, 2026.

PASSED this 9th day of December, 2025 by the following vote:

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

APPROVED this 9th day of December, 2025.

Approved: _____
James Hortsman, Mayor

ATTEST:

Nicole Tormey, City Clerk

PUBLISHED in pamphlet form this _____ day of December, 2025.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 9, 2025
TO: Mayor Hortsman, City Council
FROM: Paul Ruane, Assistant Director of Community and Economic Development
SUBJECT: Approval of Ordinance 2025-12-1124O, authorizing a text amendment to update the following provisions of the Oak Forest Zoning Code: Appendix A: Zoning Table of Uses, regarding the allowance of crematoriums

Background

Due to recent interest in crematories in Oak Forest staff looked at our current use table and how the city treats crematories. Currently crematories and Cemeteries are a special use in the OS and all residential districts. This might make sense for a local church cemetery, but does not allow for modern crematories which whether for pets or humans usually exist in industrial areas or in commercial corridors.

As a result, staff went to Planning and Zoning Commission to get their thoughts on whether or not separating cemeteries from crematories and creating a new use designation for crematories permitting them in industrial districts and making them special uses in all non-industrial commercial areas.

Recommendation

The Planning and Zoning Commission recommended approval of the requested text amendment.

Action Requested

Approval of Ordinance 2025-12-1124O.

CITY OF OAK FOREST

ORDINANCE NO. 2025-12-11240

AN ORDINANCE AUTHORIZING A TEXT AMENDMENT TO UPDATE THE FOLLOWING
PROVISIONS OF THE OAK FOREST ZONING CODE APPENDIX A: TABLE OF USES,
REGARDING THE ALLOWANCE OF CREMATORIUMS

(Crematoriums – Text Amendment – ZC# 25-28)

Passed by the City Council, December 9, 2025

Printed and Published, December 9, 2025

Printed and Published in Pamphlet Form
By Authority of the City Council

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. 2025-12-11240

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

AN ORDINANCE AUTHORIZING A TEXT AMENDMENT TO UPDATE THE FOLLOWING PROVISIONS OF THE OAK FOREST ZONING CODE APPENDIX A: TABLE OF USES, REGARDING THE ALLOWANCE OF CREMATORIUMS

(Crematoriums – Text Amendment – ZC# 25-28)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The City of Oak Forest, (*"Petitioner"*), desires to amend Appendix A of the City of Oak Forest Zoning Code (*"Requested Relief"*). The Applicant's proposed amendments are fully set forth in **Exhibit A**, which is attached and by this reference incorporated in to this resolution; and.

Section 2. PUBLIC HEARING.

A public hearing was duly advertised on November 14, 2025 in the Daily Southtown and was held by the Planning and Zoning Commission ("PZC") on December 3, 2025, on which date the PZC adopted PZC Resolution 25-30, which thereby recommended approval of the Petitioner's application for the Requested Relief.

Section 3. EFFECTIVE DATE.

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

- A. passage by a majority vote of the City Council in the manner required by law;
- B. publication in pamphlet form in the manner required by law;
- C. the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate for recordation in the Office of the Cook County Recorder. The Petitioners will bear the full cost of this recordation.

ADOPTED

This 9th Day of December, 2025

APPROVED By Mayor

This 9th Day of December, 2025

JAMES HORTSMAN, MAYOR

ATTEST:

NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Curt Kunz Fourth Ward				
James Emmett Fifth Ward				
James Stuewe Sixth Ward				
Ericka Vetter Seventh Ward				
James Hortsman Mayor				

Exhibit A:
Code Amendments - Redlined

USES	NAICS Code	C1	C2	C3	GRD	O1	I1	OS	IB	R1	R2	R3	R4	R5	R6
Automotive Glass Replacement Shops	811122	S	S	S		S	P								
Automotive Mechanical and Electrical Repair and Maintenance	811111	S	S	S		S	P								
Automotive Oil Change and Lubrication Shops	811191	S	S	S		S	P								
Business Associations	813910	S	S	S	S	S	S		P	S	S	S	S	P	P
Cannabis Lounge		P	P	P	P	P	P								
Car Washes	811192	S	S	S		S	S								
Cemeteries and Crematories	812220							S		S	S	S	S	S	S
Clothing Repair Shops, alterations only	811490	P	P	P	P	P	P								
Coin Operated Laundries and Drycleaners	812310	P	P	P	P	P	P								
Consumer Electronics Repair and Maintenance	811211	P	P	P	P	P	P								
Consumer and Industrial Machinery and Equipment Maintenance and Repair	811310						P								
Crematories	812220	S	S	S	S	S	P								
Day Spas	812199	P	P	P	P	P	P								
Diet and Weight Reducing Centers, non-medical	812191	P	P	P	P	P	P								
Dry-cleaning and Laundry Services	812320	P	P	P	P		P								
Footwear and Leather Repair	81143	P	P	P	P	P	P								
Funeral Homes	812210	S	S	S	S	S	S								
Hair, Nails, and Skin Care Services	81211	P	P	P	P	P	P								
Industrial Launderers	812332						P								
Jewelry Repair Shops without retailing new jewelry	811490	P	P	P	P	P	P								
Parking Garages, automobile (privately owned)	812930	S	S	S	P	S	S		S						
Parking Garages, automobile (publicly owned)	812930	P	P	P	P	P	S		S	S	S	S	S	S	S
Pet Boarding Services	81291	P	P	P	S	P	P								
Professional, Scientific, and Technical Services	541	P	P	P	P	P	P								
Psychic Readings	812990	P	P	P	P	P	P								
Religious, Non-for-Profit, Professional, Fraternal and Civic Organizations	813	S	S	S	S	S	S		P	S	S	S	S	P	P
Reupholstery and Furniture Repair	81142	P	P	P	P	P	P								
Specialty Trade Contractors	238	P	P	P	P	P	P								
Tanning Salons	812199	P	P	P	P	P	P								
Tattoo Parlor	812199	P	P	P	P	P	P								
Other															
Accessory Uses	-	Subject to the provisions set forth in Article IX.													
Drive Thru facilities associated with retail establishment	-	S	S	S	S	S	S								
Outdoor storage ^{15 16}	-	S	S	S		S	S		P						
Planned Unit Development	-	S	S	S	S	S	S		S	S	S	S	S	S	S
Public Parks and Playgrounds	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Home Occupation	-	Subject to the provisions set forth in Section 9-102.													



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 9, 2025
TO: Mayor Hortsman, City Council
FROM: Paul Ruane, Assistant Director of Community and Economic Development
SUBJECT: Approval of Ordinance 2025-12-1125O, authorizing a text amendment to update the following provisions of the Oak Forest Zoning Code: 9-106 Sign Code Regulations, Section 11-201 Applications, and Section 11-403 Variations

Background

The current Sign Code, adopted on April 9, 2019, was implemented with the understanding that its full impacts were not yet clear and that a future review would likely be necessary. Although staff initiated this review in May 2020, it was never brought forward at the time. Over the past ten years, approximately 15% of all approved variances have been related to signage, indicating ongoing challenges with the existing regulations. Reliance on repeated variances creates unnecessary delays and complications for local businesses and raises uncertainty about whether certain types of signs are truly prohibited or should be permitted under the code.

As a result, the Planning and Zoning Commission met three times over the course of a multiple months to discuss the sign code and identify where it was working and where the language could be improved. These meetings resulted in the current redlined sign code which includes:

- Updated Purpose and Intent Section
 - Referenced Orland Park's language to replace our outdated old purpose and intent language
 - Modified applicability requirements to allow for City owned signs and city owned property to be exempt
- Approvals and Variations
 - Allowed for permitted variations to the sign code
 - Removed sign plans requirements which are covered under design review
- Except Signs
 - Previously exempt signs on residential properties, exempt on all properties
 - Increased size allowance from 1 sq ft for integral signs to 3 sq ft
 - Increased size allowance from 6 sq ft for fence signs to 16 sq ft
 - Moved A-Frame signs from temporary sign to exempt with same requirements around only being allowed during opening hours in place
- Temporary
 - Previously temporary signs on residential properties, temporary on all properties
 - Replaced temporary sign *special circumstances* allowance with an allowance of 3 times a year for 30 days or until event completed as determined by building commissioner.
 - Removed special allowances for Special Areas of Control and Standardized temporary sign size allowances with what was allowed under the temporary *Special Areas of Control*.

- Permanent Signs
 - Modified the Permanent Sign table to be based on residential vs non-residential use instead of the Zoning District
 - Moved universal requirements and EMC requirements to a General Permanent Sign Regulation Section
 - EMC Requirements
 - Removed EMC location requirements (Defers to sign type requirements)
 - Replaced dimmer with illumination by foot-candles requirements
 - Removed operation hours requirements
 - Monument Sign
 - Allowed on all lots, a second allowed on lots with 100 or more feet of continuous frontage
 - Modified EMC requirements to ensure that EMCs are integrated into design of overall monument sign instead of requirements that the EMC can only take up 40% of the surface area of the sign
 - Pole Sign
 - Standardized height allowance
 - Still special use everywhere but industrial districts that front the highway
 - Directional signs
 - Replaced number requirements with specific location requirements
 - Wall signs
 - Standardized size allowance to 300 SF for an individual sign
 - Allowed 3 wall signs per façade with the max width of all the wall signs being 75% of the width of the façade to which it is attached.
 - Placement and Projection requirements remain unchanged
 - Projecting Signs
 - Allowed 1 projecting sign per façade or tenant space
 - Modified illumination so that it is in foot candles with max illumination of 3 foot-candles
 - Awning and Canopy Signs
 - Removed design review requirement
 - Standardized 8ft above ground level
- General Requirements Section
 - Removed regulation around moving/revolving signs, covered in other sections
 - Removed regulation around neon tubing, covered other sections of the sign code
 - Removed regulation around signage allowed on roofs
 - Allowed for murals subject to design review

Recommendation

The Planning and Zoning Commission recommended approval of the requested text amendment.

Action Requested

Approval of Ordinance 2025-12-11250.

CITY OF OAK FOREST

ORDINANCE NO. 2025-12-11250

AN ORDINANCE AUTHORIZING A TEXT AMENDMENT TO UPDATE THE FOLLOWING
PROVISIONS OF THE OAK FOREST ZONING CODE 9-106 SIGN CODE REGULATIONS,
SECTION 11-201 APPLICATIONS, AND SECTION 11-403 VARIATIONS

(Sign Code – Text Amendment – ZC# 25-29)

Passed by the City Council, December 9, 2025

Printed and Published, December 9, 2025

Printed and Published in Pamphlet Form
By Authority of the City Council

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. 2025-12-11250

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

AN ORDINANCE AUTHORIZING A TEXT AMENDMENT TO UPDATE THE FOLLOWING PROVISIONS OF THE OAK FOREST ZONING CODE 9-106 SIGN CODE REGULATIONS, SECTION 11-201 APPLICATIONS, AND SECTION 11-403 VARIATIONS

(Sign Code – Text Amendment – ZC# 25-29)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The City of Oak Forest, (*"Petitioner"*), desires to amend Section 9-106, Section 11-201, and Section 11-403 of the City of Oak Forest Zoning Code (*"Requested Relief"*). The Applicant's proposed amendments are fully set forth in **Exhibit A**, which is attached and by this reference incorporated in to this resolution; and.

Section 2. PUBLIC HEARING.

A public hearing was duly advertised on November 14, 2025 in the Daily Southtown and was held by the Planning and Zoning Commission ("PZC") on December 3, 2025, on which date the PZC adopted PZC Resolution 25-31, which thereby recommended approval of the Petitioner's application for the Requested Relief.

Section 3. EFFECTIVE DATE.

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

- A. passage by a majority vote of the City Council in the manner required by law;
- B. publication in pamphlet form in the manner required by law;
- C. the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate for recordation in the Office of the Cook County Recorder. The Petitioners will bear the full cost of this recordation.

ADOPTED

This 9th Day of December, 2025

APPROVED By Mayor

This 9th Day of December, 2025

JAMES HORTSMAN, MAYOR

ATTEST:

NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Curt Kunz Fourth Ward				
James Emmett Fifth Ward				
James Stuewe Sixth Ward				
Ericka Vetter Seventh Ward				
James Hortsman Mayor				

Exhibit A:
Code Amendments - Redlined



**CITY OF OAK FOREST
ZONING CODE**

*Adopted March 11, 2014
Last Amended December 9, 2025*

PART I-C SIGN REGULATIONS

9-106 SIGN REGULATIONS

~~A. TITLE; FINDINGS OF FACT; PURPOSE AND INTENT;~~

1. *Short title.* The provisions of this Section shall hereafter be known and cited as the “Sign Regulations of the City of Oak Forest” or “Sign Regulations”, but are referred to internally as “Section.”
2. *Purpose and Intent.* The purpose of this Section is to establish equitable regulations and promote excellence in design for communication through signage within the City of Oak Forest. These regulations were developed with the following intentions:
 - (a) To preserve and promote the public health, safety, and welfare through the reasonable, orderly, and effective display of all signs.
 - (b) To confirm that signs may cause harm to the public by creating obstructions, providing distractions to motorists, displacing alternative land uses, decreasing property values and aesthetics, and endangering the safety of person and property.
 - (c) To establish the City’s substantial and compelling interest in regulating signs in a manner as to reduce the effects and impacts signs have on the public health, safety, and welfare.
 - (d) To protect the City’s physical appearance by encouraging a sense of aesthetic appreciation for the visual environment and compatibility with the surroundings.
 - (e) To support the City’s economy by recognizing the need for adequate site identification and maintaining effective communication between signs and the public.
 - (f) To protect the general public, pedestrians, and motorists within the City by assuring the design, location, construction, and maintenance of signs allow safe navigation and travel throughout the City and ensure signs do not create distractions, obstructions, and hazards.
 - (g) To enhance the physical appearance of site identification to be in harmony with the visual character of the City and for the signage to be an integral part of the aesthetic of the site and be cohesive with the architectural style of associated buildings.
3. *Application.* The regulations within this Section apply to all properties within the City’s municipal boundaries except for those properties owned, used, leased, or controlled by the City. Additionally, any City signage regardless of location is exempt due to the inherent public purpose of such messaging and sign copy. All other signs on the exterior of a property, building, or structure, and interior signs visible from exterior windows are subject to the regulations within this Section

4. ~~*Findings of fact.* The provisions of this Section are derived from a combination of statutory research into similar types of legislation enacted by corporate authorities throughout Illinois and other states and the need to enforce policies, plans and programs approved and enforced by the corporate authorities, as related to the following findings:~~
- ~~(a) To remain a healthy and vibrant community, the city must exercise its police power in a manner which promotes economic development, while preserving and protecting the aesthetic aspects of the community;~~
 - ~~(b) The city's land development codes, of which this Section is a part, are intended to maintain and improve the quality of life for all citizens of the city, through the implementation of an Official Comprehensive Plan;~~
 - ~~(c) The city's Sign Regulations must be updated and kept current so as to reflect the latest judicial and appellate decisions of the appropriate legal jurisdictions, as related to signs and constitutional protection;~~
 - ~~(d) The city's Sign Regulations must reflect the legal principle of content neutrality in its interpretation and enforcement of the regulations; specifically assuring the right of commercial and non-commercial messages to utilize the same means of conveyance regarding their messages;~~
 - ~~(e) While recognizing the need for signs as a valid means of promoting and advertising commercial and non-commercial products, programs and points of view, the physical means used to convey such messages may not always prove to be feasible in light of the need for public safety, and as such, deserve to be regulated in a fair and expeditious manner through the provisions of this Section;~~
 - ~~(f) Excessive signs, particularly when clustered in close proximity, can be classified as visual pollution and can serve as a distraction to pedestrians, motorists, and others and require stringent regulation and oversight as provided for by these provisions;~~
 - ~~(g) The existence of nonconforming signs is detrimental to public welfare and the visual aesthetics of the city; and~~
 - ~~(h) The unregulated placement of billboards can be detrimental to the visual aesthetics of the city but must be balanced by legal requirements and considerations of equality of opportunity in terms of location and administrative review.~~
5. ~~*Purpose and intent.* Given the findings documented in Paragraph A2 above, the purpose and intent of this Section are to establish reasonable regulations for the design, construction, installation, and maintenance of all signs in the City of Oak Forest in order to:~~
- ~~(a) Balance the right of individuals, institutions, and organizations to identify and~~

- ~~promote their commercial businesses and convey their noncommercial messages, reinforcing the right of free speech and protecting against active or passive censorship, while fulfilling the city's obligation to protect the public against the unrestricted proliferation of signs;~~
- ~~(b) Protect public health, safety, and welfare;~~
 - ~~(c) Reduce traffic hazards;~~
 - ~~(d) Facilitate the creation of an attractive and harmonious community;~~
 - ~~(e) Protect property values while preserving and promoting community aesthetics;~~
 - ~~(f) Promote economic development;~~
 - ~~(g) Preserve and protect the right of free speech as exercised through the use of signs containing both commercial and non-commercial content; and~~
 - ~~(h) Focus the city's regulatory efforts on the secondary aspects associated with signs, insofar as the secondary effects may adversely affect aesthetics, vehicular and pedestrian safety.~~

~~6. Application.~~

- ~~(a) It shall be unlawful to erect, use, display, enlarge, expand, alter, operate, maintain, locate, relocate, or remove any sign within the city except in conformance with the regulations of this Section.~~
- ~~(b) Any sign not expressly allowed by the regulations of this Section shall be prohibited. Unless otherwise provided by ordinance, for any new zoning district created in the city, the applicable sign regulations for the new zoning district created in the city, the applicable sign regulations for the new zoning district shall be those that apply to signs in those districts defined in Article 3, Neighborhood Residential Districts, in this Code.~~

B. INTERPRETATIONS

1. Interpretation

- a. Where there is a conflict between the provisions of this Section and provisions of other ordinances, codes and/or regulations of the city, the provisions specified by this Section shall prevail.
- b. Should a conflict be identified between any specific provisions of this Section, the more restrictive provision shall prevail unless otherwise stated in that singular

subsection, paragraph, or subparagraph.

- c. Where detailed in this Section, listed dimensional standards are the highest measure of maximum amounts allowed for the proposed conditions; however, such factors associated with the subject site or building, and other extenuating circumstances may reduce the allowable maximum dimensional standards in order to promote proportional signs with the associated structure and property.

C. PERMIT APPLICATION AND REVIEW.

1. *General requirements for a sign permit.* Except as provided in Subparagraph F(1) of this Section, it shall be unlawful for any person to erect, relocate or structurally alter, within the City of Oak Forest, any sign or other advertising structure as defined in this Section, without first obtaining a building permit from the Building Commissioner.
2. *Authority.* The Building Commissioner may, in accordance with the procedures and standards set forth in this Subsection C, grant zoning approval of signs authorizing the construction and maintenance of signs subject to the regulations and standards contained in this Section.
3. *Procedure.*
 - a. *Application.* An application for a sign permit shall be filed by the owner of, or any person having a contractual interest in, the lot on which the sign is proposed to be located on a form provided by the Building Commissioner or his or her designee and shall require the applicant to provide the following information at a minimum:
 - i. The name, address and telephone number of the applicant, owner or owner's representative, and the person, firm, corporation or association erecting the sign;
 - ii. **If required by the Building Commissioner or his or her designee,** a site plan, drawn to scale, depicting the location of the building, structure and lot upon which the proposed sign is to be attached or erected;
 - iii. **If required by the Building Commissioner or his or her designee,** photographs or drawings depicting the proposed sign and its relationship to the building to which it is to be mounted or the surrounding area;
 - iv. **If required by the Building Commissioner or his or her designee,** drawings of the proposed sign depicting the specifications and method of construction and attachment or erection, as the case may be, to the building or ground;
 - v. **If required by the Building Commissioner or his or her designee,** one accurate color sketch or rendering depicting the proposed colors proposed to be used on the sign and the existing surrounding materials;
 - vi. Written consent of the owner, or the authority to act on behalf of the owner, of the building, structure and lot on which the sign is to be erected;
 - vii. If required by the Building Commissioner or his or her designee, a copy of an electrical permit;
 - viii. If required by the Building Commissioner or his or her designee, a copy of an

- insurance policy or bond;
 - ix. If required by the Building Commissioner or his or her designee, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction in the amount required by this Section and all other laws and ordinances of the city;
 - x. **If required by the Building Commissioner or his or her designee**, a survey indicating the lot lines and a drawing that shows the mounting technique and the underground details of the sign installation; and
 - xi. Any other information the Building Commissioner or his or her designee shall require to show full compliance with this Section and all other laws and ordinances of the city.
- b. *Fees.* Sign permit fees shall be in the amounts established from time to time **by the Building Commissioner** ~~in the Building Code.~~
- c. *Action by the Building Commissioner.*
- i. *For permanent signs.* Within 30 days following the proper filing of a completed application, the Building Commissioner shall either grant the sign permit or, by written notice stating the reasons therefore, grant the application with modifications or conditions, deny the application, or, where applicable, refer the application to the Planning and Zoning Commission for its review pursuant to Subsection D of this Section. The failure of the Building Commissioner to act within 30 days, or such further time to which the applicant shall agree, shall be deemed to be a decision denying the sign permit.
 - ii. *For temporary signs.* Within 5 business days following the proper filing of a completed application, the Building Commissioner shall either grant the sign permit or, by written notice stating the reasons therefore, grant the application with modifications or conditions, or deny the application.
4. *Standards for sign permits.* No sign permit shall be granted pursuant to this Section unless the applicant shall establish, at a minimum, the following conditions.
- (a) *Compliance with this Section.* The proposed sign shall comply with all applicable provisions of this Section. **For all applicable provisions of this section an applicant can apply to not comply with the provisions of this section through approval from the Planning and Zoning Commission as outlined in section 11-403 E.**
 - (b) *Sign dimensions and maximums.* Where detailed in this Section, listed dimensional standards are the highest measure of maximum amounts allowed for the proposed conditions; however, such factors associated with the subject site or building, and other extenuating circumstances may reduce the allowable maximum dimensional standards in order to promote proportional signs with the associated structure and property.
 - (c) *Conditions on sign permits.* As part of a sign permit, the Building Commissioner may impose any conditions and limitations concerning the construction and maintenance

of the sign as may be necessary or appropriate to ensure satisfaction of the standards set forth in this Section C of and the purposes and objectives of this Section and to minimize any adverse effects upon other property in the vicinity. These conditions shall be expressly set forth in the sign permit. Violation of any condition or limitation shall be a violation of this Section and shall constitute grounds for revocation of the sign permit and the imposition of fines as authorized by law

5. *Expiration of permits.*

a. *Permanent signs.*

- (i) Sign permits for any sign other than a temporary sign shall remain in effect until such time that the structural elements other than the sign face are changed, modified or altered so as to deviate from the terms or conditions of the sign permit.
- (ii) Any change, modification or alteration shall require the issuance of a new sign permit.

- (b) *Temporary signs.* Sign permits for temporary signs shall remain in effect for the applicable time period defined in Paragraph 9-106(F)(2) of this Section and be removed immediately upon the expiration of the sign permit or otherwise required time period.

5. *Revocation of permit.* Any sign permit issued pursuant to this Subsection C of this Section may be revoked or suspended by the Building Commissioner if the holder of the sign permit violates the terms of the sign permit or any other provision of this Section.

6. *Final inspection.*

- (a) Within 14 days following the completion of construction of the sign, the owner shall schedule with the Building Commissioner, or his or her designee, a final inspection of the sign.
- (b) If the owner fails to schedule a final inspection, or if Building Commissioner or his or her designee determines at the final inspection that the sign fails to comply with this Section, the Building Commissioner shall have the authority to revoke the sign permit and require that the sign is removed.

~~D. SIGN PLANS.~~

- ~~1. *Intent.* The intent of the regulation of a Minor or Major Sign Plan is to ensure that properties with multiple buildings, buildings with multiple occupants or tenants, and/or a building facing more than one right of way, to provide signs that are well designed and consistent throughout that building or property, while providing some flexibility in the~~

~~design of the signs that are approved through a Minor or Major Sign Plan.~~

~~2. *Applicability.* Notwithstanding any other provision of this Section, an approved Minor or Major Sign Plan shall govern the installation and maintenance of all signs requiring a sign permit on the building or property, or portion thereof, for which the Minor or Major Sign Plan has been approved.~~

~~(a) *Minor Sign Plan.* A Minor Sign Plan shall be submitted to the Community Development Director for its review and approval in accordance with this Subsection D for:~~

- ~~(i) Any property containing more than one building for which an application has been submitted requesting approval of more than one sign or sign type on that property;~~
- ~~(ii) Any property that has frontage along two or more streets for which an application has been submitted requesting approval of more than one sign type on that property;~~
- ~~(iii) Any multiple tenant building for which an application has been submitted requesting approval of more than one sign type on that building or property; and~~
- ~~(iv) Any property on which directional signs are requested.~~
- ~~(v) Any newly constructed building that contains multiple storefronts with ground floor entrances;~~
- ~~(vi) Any existing building that contains multiple storefronts with ground floor entrances for which a building permit application has been submitted requesting approval of exterior facade improvements in accordance with Section 11-505 of this Code relating to all of the multiple storefronts with ground floor entrances; and~~
- ~~(vii) Any development, new or existing, which is considered a special use in Appendix, Table of Uses.~~

~~(b) *Major Sign Plan.* A Major Sign Plan shall be submitted to the Community Development Director for its review and approval in accordance with this Subsection D for any development which requires a combination of signs whose quantity, type and/or location that does not otherwise meet the requirements of this Section and is not otherwise classified as a permitted variation in Paragraph 11-403(E)(1) of this Code.~~

~~3. *Application contents.*~~

~~(a) An application for approval of a Minor or Major Sign Plan shall include details regarding the design and location of all proposed signs for all signs, including signs where no permit is required.~~

~~(b) The Minor or Major Sign Plan shall clearly define the areas of the building or property for which approval of a Minor or Major Sign Plan is requested. At a minimum, the following details shall be provided in the application submittal for~~

~~approval of a Minor or Major Sign Plan:~~

- ~~(i) Sign design, material(s), anchorage and support(s);~~
- ~~(ii) Sign location(s);~~
- ~~(iii) Sign color(s);~~
- ~~(iv) Sign dimensions; and~~
- ~~(v) Method of illumination.~~

~~4. Minor Sign Plan Procedures.~~

- ~~(a) Application. An application for a Minor Sign Plan shall be filed in accordance with the requirements of Paragraph D3 of this Subsection. Except as expressly provided otherwise herein, no application for a Minor Sign Plan shall proceed for review by the Community Development Director in accordance with Subsection 11-101(F) of this Code unless he or she has determined that it is in proper form.~~
- ~~(b) Simultaneous Application. Where applicable, an application for approval of a Minor Sign Plan may be filed and reviewed in conjunction with an application for Site Plan Approval, pursuant to Subparagraph 11-504(E)(1) of this Code.~~
- ~~(c) Procedure. Upon determination that the application for a Sign Plan is in proper form, the Community Development Director shall proceed to review said application in accordance with the procedure outlined in this Paragraph 9-106(D)(4) of this Code.
 - ~~i. Action by Community Development Director. Following receipt by the Community Development Director of a properly completed Minor Sign Plan application, the Community Development Director or his or her designee shall review said application, in terms of the standards established by Paragraph 6 of this Subsection. He or she shall then either approve the Minor Sign Plan as submitted, approve the Minor Sign Plan with conditions, or deny the Minor Sign Plan.~~
 - ~~ii. Decision. Within thirty (30) days of receipt of said properly completed application, he or she shall then notify the applicant in writing of his or her decision and forward it to the Building Department. The failure of the Community Development Director to act within said thirty (30) days, or such further time to which the applicant may agree, shall be deemed to be a decision approving the Minor Sign Plan as submitted.~~~~
- ~~(d) Appeals. Within 45 days following a denial of a Minor Sign Plan by the Community Development Director, the applicant may seek approval of the Minor Sign Plan by filing an application for appeal to the Planning and Zoning Commission in accordance with the requirements of Section 11-402 of this Code. Any such appeal shall proceed in accordance with the provisions of this Subparagraph.
 - ~~(i) Decision. After hearing an appeal of the Community Development Director's decision on a Minor Sign Plan, the Planning and Zoning Commission shall either:~~~~

- ~~(a) Approve the Minor Sign Plan and direct the Community Development Director to forward any applicable sign permits to the Building Department if, based on the application, the testimony, and other information presented at the meeting, and all other reliable and relevant evidence, documents and information, the Planning and Zoning Commission determines that the proposed sign, including illumination plans if applicable, complies and is consistent with the provisions of this Section; or~~
- ~~(b) Deny the Minor Sign Plan if the Planning and Zoning Commission determines that the Minor Sign Plan and consideration of the testimony and other evidence presented at the meeting, as well as other reliable and relevant evidence, documents and information reveal that the applicant has not satisfied the conditions of this Section.~~
- ~~(c) The Planning and Zoning Commission's decision shall be forwarded in writing to the applicant and the Building Department within 30 days of the decision.~~
- ~~(ii) Conditions. The Planning and Zoning Commission may approve a Minor Sign Plan subject to any conditions the Planning and Zoning Commission shall deem necessary to protect the public welfare and to achieve the purposes of this Section.~~

~~5.—Major Sign Plan Procedures.~~

- ~~(a) Application. An application for a Major Sign Plan shall be filed in accordance with the requirements of Paragraph D3 of this Subsection. Except as expressly provided otherwise herein, no application for a Major Sign Plan shall proceed to a public meeting until the Community Development Director has first reviewed the said application in accordance with Subsection 11-101(F) of this Code and determined that it is in proper form.~~
- ~~(b) Notice. A public meeting shall be set, noticed and conducted by the City Council in accordance with Section 11-203 of this Article.~~
- ~~(c) Decision. The Planning and Zoning Commission shall either:~~
 - ~~(i) Approve the Major Sign Plan and direct the Community Development Director to forward any applicable sign permits to the Building Department if, based on the application, the testimony, and other information presented at the meeting, and all other reliable and relevant evidence, documents and information, the Planning and Zoning Commission determines that the proposed sign, including illumination plans if applicable, complies and is consistent with the provisions of this Section; or~~
 - ~~(ii) Approve the Major Sign Plan with conditions and direct the Community Development Director to forward any applicable sign permits to the Building Department if, based on the application, the testimony, and other information presented at the meeting, and all other reliable and relevant evidence, documents and information, the Planning and Zoning Commission determines that the proposed sign, including illumination plans if applicable, complies and is~~

consistent with the provisions of this Section; or
(iii) Deny the Major Sign Plan if the Planning and Zoning Commission determines that the Major Sign Plan and consideration of the testimony and other evidence presented at the meeting, as well as other reliable and relevant evidence, documents and information reveal that the applicant has not satisfied the conditions of this Section. The Planning and Zoning Commission's decision shall be forwarded in writing to the applicant and the Building Department within 30 days of the decision.

~~(d) Appeals. Within 45 days following a denial of a Major Sign Plan by the Planning and Zoning Commission, the applicant may seek approval of the Major Sign Plan by filing an application for appeal to the City Council in accordance with the requirements of Section 11-402 of this Code. Any such appeal shall proceed in accordance with the provisions of this Subparagraph.~~

~~(i) Decision. After hearing an appeal of the Planning and Zoning Commission's decision on a Major Sign Plan, the City Council shall either:~~

~~(a) Approve the Major Sign Plan and direct the Community Development Director to forward any applicable sign permits to the Building Department if, based on the application, the testimony, and other information presented at the meeting, and all other reliable and relevant evidence, documents and information, the Planning and Zoning Commission determines that the proposed sign, including illumination plans if applicable, complies and is consistent with the provisions of this Section; or~~

~~(b) Deny the Major Sign Plan if the City Council determines that the Minor Sign Plan and consideration of the testimony and other evidence presented at the meeting, as well as other reliable and relevant evidence, documents and information reveal that the applicant has not satisfied the conditions of this Section. The City Council's decision shall be forwarded in writing to the applicant and the Building Department within 30 days of the decision.~~

~~(ii) Conditions. The City Council may approve a Major Sign Plan subject to any conditions the City Council shall deem necessary to protect the public welfare and to achieve the purposes of this Section.~~

~~6. Standards. No Minor or Major Sign Plan shall be approved by either the Community Development Director or the Planning and Zoning Commission unless they shall find that the Sign Plan incorporates signs that are:~~

~~(a) Unified and consistent throughout the building or property;~~

~~(b) Compatible with the design and materials of the building or buildings, and consistent with the area surrounding the building or property;~~

~~(c) Not contrary to the intent of this Section;~~

- ~~(d) To be erected and maintained in accordance with the intent of this Section;~~
- ~~(e) In compliance with the standards for sign permits set forth in Section C of this Section;~~
- ~~(f) Reasonably necessary, and the degree of the exception is the minimum necessary to accomplish the purpose of the sign; and~~
- ~~(g) Will not cause adverse effects upon the neighboring properties, or the health, safety and general welfare of the public.~~

~~E. GENERAL STANDARDS. The following standards shall apply to all allowed exempt, temporary, and permanent signs and all other signs allowed in accordance with these Sign Regulations.~~

~~1. *Illumination.*~~

~~a. *Location and Design of Light Source.* Whenever an external artificial light source is used for a sign, such source shall be located, shielded and directed so as not to be directly visible from any public street or private residence. No receptacle or device housing a permitted light source for a sign shall protrude more than twelve (12) inches from the face of the sign or building to which it is attached; provided, however, that a receptacle or device housing a permitted light source for a sign may be located more than twelve (12) inches from the face of the sign if such light source is ground mounted, locked in place, and cannot be redirected. Decorative serpentine fixtures associated with awnings and canopies which have received Design Review Permit approval may extend beyond twelve (12) inches with approved anchoring and electrical installation by the Building Commissioner.~~

~~b. *Level of Illumination.* In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed 175 foot candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such face. All artificial illumination shall be so designed, located, shielded, and directed as to prevent the casting of glare or direct light upon adjacent property or streets.~~

~~c. *Signs Adjacent to Residential Areas.* Any illuminated sign located on a lot abutting or across a street from, and visible from, any residentially zoned area shall not be illuminated between the hours of 11:00 p.m. and 7:00 a.m. except that such sign may remain illuminated during such time as the activity to which the sign pertains is open for business so long as such sign is not a public or private nuisance.~~

~~2. *Design Standards.*~~

~~a. *Visual compatibility.* The proposed sign shall be visually compatible with the building~~

or lot on which the sign is proposed to be located and surrounding buildings and structures in terms of height, size, proportion, scale, materials, texture, colors, and shapes.

b. ~~*Quality of design and construction.*~~ The proposed sign shall be constructed and maintained with high-quality design and materials and a good relationship with the design and character of the neighborhood.

c. ~~*Appropriateness to the site.*~~ The proposed sign shall be appropriate to its location in terms of design, landscaping, and orientation on the lot, and will not create a hazard to pedestrian or vehicular traffic, detract from the value or enjoyment of neighboring properties, or unduly increase the number of signs in the area.

d. ~~*Sign Colors.*~~ No sign face shall employ more than four (4) colors plus black and white, unless otherwise expressly addressed in this Section.

3. ~~*Electrical Elements.*~~ No metal sign illuminated by any means requiring internal wiring and no electrical fixtures attached to any sign shall be lower than nine (9) feet from grade unless it is grounded by the use of a grounding conductor run with the circuit conductors and is also grounded by being bonded to a grounding electrode at the sign site.

4. ~~*Structural Elements.*~~ The construction and structural components of all signs shall be in accordance with the standards and regulations of the Oak Forest Building Code. All permanent signs shall be constructed of fire-resistant materials and shall be capable of withstanding wind pressures of at least thirty (30) pounds per square foot of surface area and of receiving dead loads based on the actual weight of the structure. In no case shall the structural elements of a pylon sign extend above the top of the sign face.

5. ~~*Minimum Elevation of Certain Signs.*~~ The bottom of every awning, canopy, and wall sign shall be elevated at least eight (8) feet above grade. Whenever possible wall signs on the same façade shall maintain the same top and bottom elevations above grade.

6. ~~*Obstruction of Access Ways.*~~ No sign or sign structure shall obstruct free ingress to or egress from a fire escape, door, window or other required access way.

7. ~~*Traffic Safety.*~~

a. ~~*Confusion With Traffic Signals.*~~ No sign shall be maintained at any location where by reason of its position, size, shape, content, color, or illumination it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, sign or device, or where it may interfere with, mislead or confuse traffic.

b. ~~*Obstruction of Sight Triangles Prohibited.*~~ No sign, nor any part of a sign other than a supporting pole or brace no greater than eighteen (18) inches in width or diameter shall be located lower than eight (8) feet from grade within the area of any "sight triangle"

as defined in Subsection 12-206(S) of this Code.

~~8. *Signs of Right of Way.* Except as provided in this paragraph, no sign except governmental signs authorized in this Section shall be placed in or extend into or over any public property or right-of-way.~~

~~9. *Sign Measurement.*~~

~~a. *Area to be Included.* The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the sign face.~~

~~b. *Area of Signs With Backing.* The area of all signs with backing shall be measured by computing the area of the sign backing.~~

~~c. *Area of Signs Without Backing.* The area of all signs without backing shall be measured by computing the area of the smallest regular geometric figures that can separately encompass all words, letters, figures, emblems and other elements of the sign message.~~

~~d. *Area of Signs With and Without Backing.* The area of all signs formed by a combination of elements with and without backing shall be measured by counting the area of such elements measured in accordance with the foregoing subparagraphs.~~

~~10. *Signs on Lots With Multiple Users.* Where more than one user occupies a zoning lot, the owner of the lot shall be responsible for allocating allowed signs among such users.~~

~~11. *General Safety.* Notwithstanding any other provision of this Section, no sign shall be located in an area or in any manner so as to create a nuisance or a threat to public safety and welfare.~~

F. ALLOWED SIGNS.

The sign regulations contained in this Subsection F shall govern all allowed signs, except for those falling under a Subsection G, Special Areas of Control. Where a sign is not allowed in this Subsection F, Subsection G shall allow any and all other sign allowances. Should this Section be in conflict in any way with Subsection G, Subsection G shall apply. The following terms are used in the tables in order to further explain or abbreviate the Sign Regulations.

SFR	Single Family Residential
MFR	Multi Family Residential
NR	Non Residential
MU	Mixed Use
ROW	Right of Way

1. *Exempt Signs.* Exempt signs do not require a sign permit.

a. *General Standards for Exempt Signs.*

- a. All exempt signs, except for flag signs, shall be non-illuminated unless otherwise stated.
- b. All exempt ground signs shall be no closer than five (5) feet from the paved portion of any street or back of curb where no sidewalk is present, no closer than two (2) feet from a sidewalk, and shall be on private property.
- c. All exempt ground signs shall not be allowed within any sight triangle, as defined in Section 12-206(S) of this Code.
- d. All exempt signs shall be securely anchored to either the ground or building wall to which they are attached so as to withstand weather conditions.

b. *Signs Exempt in All Zoning Districts.*

- a. Political Election or Campaign Sign. In accordance with 65 ILCS 5/11-13-1-12, as amended from time to time, political election or campaign signs meeting the following requirements are allowed:
 1. The sign(s) shall meet all General Standards within 9-106(F)(1)(a) of this Code.
 2. The sign(s) shall be located on private properties with permission from the property owner.
 3. The sign(s) shall not exceed five (5) feet in overall height when measured from grade.
 4. The sign is not above the roof line when located on a building.
 5. The number and size of such signs shall meet the requirements as stated in Table 9-106(F)(1)(c) of this Code.
- b. Address signs.
 1. All address signs may be illuminated in accordance with Section 9-106(E) of this Code.
 2. All address signs are allowed in accordance with Section 151.001, International Building Code, and 151.002, International Residential Code, in

the Oak Forest Municipal Code, as amended from time to time.

- c. Governmental Signs. All governmental signs shall be allowed with a sign permit.
- d. Public Utility Signs. All public utility signs shall be allowed without a sign permit.
- e. *Signs Exempt on All Residential Properties.* This table 9-106 F.1.c shall apply to all properties. ~~which are in a residential zoning district, as defined in Article 3, Neighborhood Residential Districts, and Article 4, Multi-Family Residential District, of this Code, and to properties which are in any other zoning district defined in this Code of which are used by a nonconforming use as defined in Article 10, Nonconformities, of this Code. This shall include any non-residential use on properties the zoning districts defined by the aforementioned Articles 3 and 4 of this Code. Any sign not expressly allowed by this Subparagraph (2)(c) of this Subsection (F) or elsewhere in this Section shall be prohibited.~~

Table 9-106 F.1.c – EXEMPT SIGNS FOR RESIDENTIAL ALL USES							
Sign Type	Land Use	Max Area (ft ²)	Number	Height (ft)	Additional Regulations		
						WALL	Integral
MFR	3						
Yard	SFR	6	4 per property	4	<ul style="list-style-type: none"> Any combination of yard, post, or fence signs may be used to count toward the total number of allowed ground signs being four (4). 		
	MFR		4 per primary structure				
Post	SFR	6	1 per property primary structure	4	<ul style="list-style-type: none"> Any combination of yard, post, or fence signs may be used to count toward the total number of allowed ground signs being four (4). 		
	MFR		<i>Refer to Subsection 9-106(G), Special Areas of Control.</i>				
Flag	All-uses	24 per flag	1 pole per property; 2 flags per pole	Pole height of 15 feet	----		
GROUND	Fence	SFR/MFR	6 16	1 per fence facing public or private ROW	6 feet or no taller than the top of the fence, whichever is less		<ul style="list-style-type: none"> Any combination of yard, post, or fence signs may be used to count toward the total number of allowed ground signs being four (4).

~~d. Signs Exempt on All Other Properties. This Table 9-106 F.1.d shall apply to properties which the principal use is non-residential, or is a mix of residential and non-residential. are in all other zoning districts, as defined in Article 5, Commercial Districts; Article 6, Office Districts; Article 7, Industrial Districts; and Article 8, Special Districts; of this Code. The uses of such properties in the aforementioned zoning districts shall be in compliance with Appendix A, Table of Uses. Any nonconforming uses on properties in any of the aforementioned zoning districts shall otherwise adhere to the exempt sign allowances stated in Table 9-106(F)(1)(c) of this Code. Any sign not expressly allowed by this Subparagraph (1)(d) of this Subsection~~

~~(F) or elsewhere in this Section shall be prohibited.~~

Table 9-106 F.1.d – EXEMPT SIGNS FOR NON-RESIDENTIAL USES

	Sign Type	Land Use	Max Area (ft²)	Number	Height (ft)	Additional Regulations
WALL	Window	NR/MU	No more than 25 percent of the total window surface area per elevation facing ROW.			<ul style="list-style-type: none"> Window signs, interior neon window signs, and interior illuminated signs shall be included toward the total allowed area.
	Integral	NR/MU	3	1 per primary structure	4 (bottom of sign from grade)	---
	Yard/ Post	NR/MU	6	1 per property; 2 per property with greater than 75 ft. of public ROW	4	---
	Flag	All uses	24 per flag	1 pole per property; 2 flags per pole	Pole height of 15 feet	---
	A-Frame Sign	NR/MU	6	1 per first floor non-residential establishment entrance	5	<ul style="list-style-type: none"> Must be removed at the time of business or other non-residential use closing
GROUND	Handheld	NR/MU	--	1	--	<ul style="list-style-type: none"> One person may carry one (1) handheld sign of a reasonable size able to be carried for no longer than two (2) hours, three (3) times per day. Sign walkers must not obstruct the view or path of travel of any pedestrian or motorist. Sign walkers must be no farther than fifty (50) feet from the primary entrance of the building to which they correspond. Sign walkers must stay on the private property of the building to which they correspond or on a public sidewalk at all times.

2. *Temporary Signs.* Temporary signs on properties with residential uses do not require a temporary sign permit ~~and may be displayed concurrently~~. Temporary signs on properties with non-residential uses require a temporary sign permit.

~~a. *Special Circumstances.* Special circumstances shall be defined as one-time events occurring on a property for which time limits vary depending on the land use of the property on which the one-time event occurs, as well as the definition of the one-time event. The allowable special circumstances shall be defined as follows:~~

~~i. *Grand Opening.* For the purposes of this Section, “grand opening” shall mean when a new business or other non-residential establishment opens for the first time at a physical location within the city and receives a Certificate of Occupancy. Expansions of tenant spaces are eligible for temporary grand opening signs. The time limit shall be thirty (30) days.~~

~~ii. *Temporary or Seasonal Use on Properties Used for Residential Purposes.* For the purposes of this Section, “temporary or seasonal use on properties used for residential purposes” shall mean a private residence or group of private residences at a physical location within the city that plans or plan to observe a one-time annual event such as, for example, national or religiously affiliated holiday, which is typically less than thirty (30) days. The time limit shall be 45 days or the duration of the use, whichever is less, and may only be three times per calendar year. A seven-day period must lapse between the end of one such use on a property before a subsequent use may take place.~~

~~iii. *Temporary or Seasonal Use on Properties Used for Non-Residential Purposes.* For the purposes of this Section, “temporary or seasonal use on properties used for non-residential purposes” shall mean a non-residential establishment at a physical location within the city that plans to operate for a specific period of time, or plans to conduct a one-time event for a specific period of time related to their legal conforming use on their property, which is typically less than ninety (90) days. Examples include, but are not limited to, temporary offices, carnivals, and holiday-related retail sales. The time limit shall be thirty (30) days or the duration of the use, whichever is less, and may only be three times per calendar year. A thirty-day period must lapse between the end of one such use on a property before a subsequent use may take place.~~

~~iv. *Prior to Installing a Permanent Sign.* For the purposes of this Section, “prior to installing a permanent sign” shall mean when a business or other non-residential establishment at a physical location within the city is in the process of installing a new permanent sign or signs. A sign permit application for the new permanent sign or signs must be submitted in order to be eligible for a temporary sign permit. The time limit shall be thirty~~

~~(30) days.~~

~~v. *Special Event.* For the purposes of this Section, “special event” shall mean an event held at a physical location within the City with a valid permit from the city. Special events include, but are not limited to, charitable events and tent sales. The time limit shall be no more than fourteen (14) days prior to the commencement of the event and immediately upon the ceasing of the event.~~

~~vi. *Garage Sale.* For the purposes of this Section, the term “garage sale” shall be as it is defined in Subparagraph 9-103(D)(1)(a) of this Code. The time limit shall be no more than 3 days before and immediately upon the termination of the garage sale permit.~~

~~vii. *Personal Event.* For the purposes of this Section, the term “personal event” shall be defined as a personal event or occasion such as a birth, graduation, or other celebration. The time limit shall be fourteen (14) days.~~

b. *General Standards for Temporary Signs.*

- i. All exempt signs shall be non-illuminated unless otherwise stated.
- ii. All exempt ground signs shall be no closer than five (5) feet from the paved portion of any street or back of curb where no sidewalk is present, no closer than two (2) feet from a sidewalk, and shall be on private property.
- iii. All exempt ground signs shall not be allowed within any sight triangle, as defined in Section 12-206(S) of this Code.
- iv. All exempt signs shall be securely anchored to either the ground or building wall to which they are attached so as to withstand weather conditions.
- v. All temporary signs shall be allowed in addition to all signs allowed by Paragraphs (F)(1) and (F)(3) of this Section.
- ~~vi. *Properties on which a special circumstance is occurring and are used for non-residential purposes cannot install more than two temporary sign types per temporary sign permit.*~~
- vii. ~~Temporary signs allowed three (3) times during a calendar year. Multiple temporary signs displayed during the same time period count as only one display for the purposes of this allowance.~~
- viii. ~~Temporary signs are allowed for 30 days or until the event is completed as determined by the Building Commissioner.~~
- ix. ~~There must be a 30 day gap between when a temporary sign permit expires and the next temporary sign permit approval.~~

Table 9-106 F.2.c – TEMPORARY SIGNS FOR RESIDENTIAL All USES

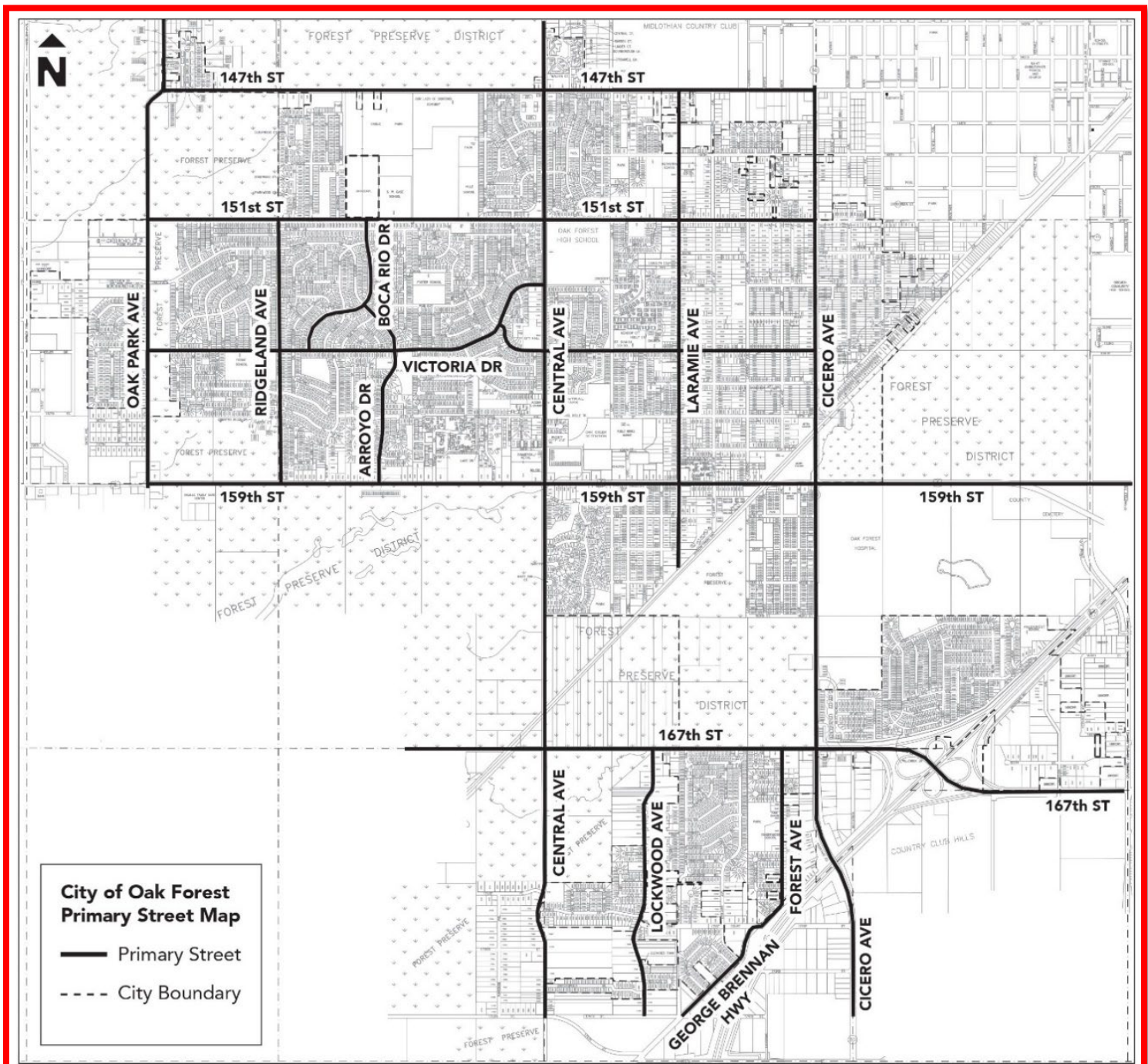
GROUND	Sign Type	Land Use	Max Area a (ft ²)	Number	Height (ft)	Allowed Special Circumstances	Additional Regulations
	Yard or Post	SFR	16	1 per property	6	<ul style="list-style-type: none"> • Temporary or Seasonal Use on Properties Used for Residential Purposes • Garage Sale • Personal Event 	<p>Allowed special circumstances listed in this Table 9-106(F)(2)(c) may occur concurrently.</p>
		MFR		1 per building			
	Fence	SFR/ MFR	16	1 per individual property's frontage facing a Primary Street, as identified by Exhibit A of this Section.	6 feet or no taller than the top of the fence, whichever is less	<ul style="list-style-type: none"> • Temporary or Seasonal Use on Properties Used for Residential Purposes 	
Inflatable	SFR/ MFR	N/A	No limit.	15	<ul style="list-style-type: none"> • Temporary or Seasonal Use on Properties Used for Residential Purposes 		

Table 9-106 F.2.d – TEMPORARY SIGNS FOR NON-RESIDENTIAL USES

Sign Type	Land Use	Max Area (ft ²)	Number	Height (ft)	Allowed Special Circumstances	Additional Regulations
Banner (Ground and Wall)	NR	32	1 per non-residential establishment	<ul style="list-style-type: none"> 8 ft and must not extend above the roofline Bottom of sign must be at least 8 feet above the ground 	<ul style="list-style-type: none"> Grand Opening Temporary or Seasonal Use on Properties Used for Non-Residential Purposes Prior to Installing a Permanent Sign Special Event 	<ul style="list-style-type: none"> Shall not cover any window, vent, or other building appurtenance or opening Shall not warp around the corner of a building.
Yard or Post Signs	NR/MU	16	1 per public or private ROW frontage per property	6	<ul style="list-style-type: none"> Grand Opening Temporary or Seasonal Use on Properties Used for Non-Residential Purposes Prior to Installing a Permanent Sign Special Event 	—
A-Frame Sign	NR/MU	6	1 per first floor non-residential establishment entrance	5	<ul style="list-style-type: none"> Special Circumstances do not apply; daily during hours of operation only; must be removed at the time of business or other non-residential use closing 	<ul style="list-style-type: none"> Must be within eight (8) feet of customer entrance to a building and on a sidewalk. Must allow for clear passage on sidewalk in accordance with American with Disabilities Act regulations. Must be renewed annually.
Banner Stand Sign	NR/MU	6	1 per first floor non-residential establishment	5	<ul style="list-style-type: none"> Grand Opening Temporary or Seasonal Use on Properties Used for Non-Residential Purposes Prior to Installing a Permanent Sign Special Event 	<ul style="list-style-type: none"> Must be on a weighted stand within five (5) feet of the primary entrance or no closer than 2 feet from a public sidewalk and be on private property. Must allow for clear passage on sidewalk in accordance with American with Disabilities Act regulations.
Feather Flags	NR/MU	20	Installed in the ground: 1 per 50 ft. of public or private ROW, with each being 50 ft. apart	9	<ul style="list-style-type: none"> Grand Opening Prior to Installing a Permanent Sign Special Event 	<ul style="list-style-type: none"> Must be secured into the ground or on a weighted stand within five (5) feet of the primary building entrance and on a sidewalk. Must allow for clear passage on sidewalk in accordance with American with Disabilities Act regulations.

Placed
near the
primary
building
entrance:
1 per
entrance

~~e. Primary Streets on which Certain Signs may face public right of way. Exhibit A, below, titled City of Oak Forest Primary Street Map, shall identify certain public rights of way toward which certain signs may face as allowed elsewhere in this Section 9-106 of the Zoning Code. Any street not explicitly named as a Primary Street shall not be considered a Primary Street. Any properties with frontage on a street or streets not considered a Primary Street shall not have the same allowances as those with a frontage or frontages on a Primary Street, unless otherwise stated.~~



3. *Permanent Signs.* Permanent signs require a sign permit. All requirements shall be deemed as maximums unless authorized stated. The following table (9-106 F.3) shall determine which permanent sign types are permitted on which properties by right, by special use permit approval, or not permitted. ~~based on the zoning district of the property of the requested sign permit. Such signs shall only be allowed on properties in the specified zoning districts which are in compliance with Appendix A, Table of Uses, of this Code. On properties which are used for residential purposes in a non-residential zoning district, the requirements for residential zoning districts shall apply. The following terms are used in the table in order to further explain or abbreviate the sign regulations.~~

~~S — Special use permit required, for review in accordance with 11-504 of this Code~~

~~P — Permitted by right~~

~~— Not permitted~~

Table 9-106 F.3 — Permanent Signs as determined by Zoning District														
Sign Type	R1	R2	R3	R4	R5	R6	GRD	C1	C2	C3	O1	H	OS	IB
Monument Signs	S	S	S	S	P	P	P	P	P	P	P	P	P	P
Pole Signs	-	-	-	-	-	-	S	S	S	S	S	P/S	S	S
Electronic Message Centers	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Directional Signs*	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Wall Signs	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Projecting Signs	-	-	-	-	-	-	S	S	S	S	S	S	S	S
Awning and Canopy Signs	-	-	-	-	-	-	P	P	P	P	P	P	P	P
Exceptional & Unique Signs	-	-	-	-	-	-	S	S	S	S	S	S	S	S

~~*may require Sign Plan approval if the maximum quantity is exceeded.~~

General Permanent Sign Regulations

- All letters, figures, characters or representations in a cut-out or irregular form, maintained in conjunction with, attached to, and/or superimposed upon any monument sign, shall be safely or securely built and/or attached to the sign structure.
- Ground signs must be 2 feet from all other signs
- No sign shall not encroach into a sight triangle as defined in Subsection 12-206 of this Code
- Electronic message centers (EMC):
 - ~~Location:~~
 - ~~The subject property of the electronic message center sign shall have no less than 100 feet of R.O.W. frontage on which the sign is to be located.~~
 - ~~The sign is prohibited within 100 feet of a principal residential structure if any part of the sign face would be visible from the principal residential structure.~~

- *Display.*
 - The copy, logo or display of the sign shall remain static and unchanging for a period of no less than 10 seconds.
 - Anything displayed on the lines of text on the sign shall be displayed monochromatically, and shall not change in color, intensity, brightness, shade or color gradient.
 - The message shall not consist of flashing, scintillating, chasing or animated lights, or include animated pictorial graphics.
 - The illumination of the sign shall not exceed an intensity of 0.5 foot-candles as measured with a portable hand-held sensor at ~~either the property line or ten (10) feet from the sign, whichever is lesser.~~
 - ~~The sign shall incorporate automatic dimmer software or solar sensors with maximum settings of 5,000 nits during daylight and 500 nits between dusk and dawn.~~ If the city finds that the sign causes glare or otherwise impairs the vision of the driver of a motor vehicle, the owner of the sign, within twenty-four (24) hours of a request by the city, shall reduce the intensity of the sign to a level acceptable to the city.
- *Operations.*
 - ~~The sign shall only operate between one half hour before the premises are opened, or 6:00 A.M., whichever is earlier and one half hour after premises are closed to the public, or 11:00 P.M., whichever is later.~~
 - If at any time, more than thirty (30) percent of the display lights malfunction or are no longer working, the owner of the sign shall make repairs to the sign within thirty (30) days or the sign will require removal. All electronic message center signs must be equipped with a default mechanism that will stop the messaging or freeze the image in one position when a malfunction in electronic programming occurs.
- Unless otherwise stated all permanent signs that are affixed to the ground must be landscaped at their base in a manner harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer.
- All signs should have a surface or facing of incombustible materials. Structural trim composed of combustible material, however, may be used. Any bases should be constructed of decorative durable materials, such as brick, stone, or decorative masonry block; provided, however, that structural trim composed of combustible material, may be used.

Table 9-106 F.3 – Permanent Signs

Sign Type and Allowance	Max Area (ft²)	Number	Height (ft)	Additional Regulations
<p>Monument Signs</p> <p>Permitted - all non-residential and multifamily buildings</p> <p>Special Use – Duplex/Single Family buildings</p>	100 sf on one side	1 on all lots 2 on lots with 100 or more feet of continuous frontage.	10 ft	<ul style="list-style-type: none"> • One EMC per lot is allowed • The EMC shall be integrated into the design of the overall monument sign
<p>Pole Sign</p> <p>Permitted – I1 – Industrial District lots fronting interstate highway right-of-way or separated only from highway right of way by a frontage road</p> <p>Special Use – All other lots with approval only for installing a monument sign would be unviable.</p>	100	1 on lots with 100 or more feet of continuous frontage	25	<ul style="list-style-type: none"> • An EMC may be allowed as a component of any pole sign.
<p>Directional Sign</p> <p>Permitted - all non-residential and multifamily buildings</p>	8	n/a	4	<ul style="list-style-type: none"> • Directional signs shall not be closer than two (feet) to any property line, pavement area, or curb or closer than five (5) feet to any other permanent ground sign. Directional signs must be within five (5) feet of a driveway serving as ingress and/or egress to a right-of-way or within a landscape island compliant with Section 9-107 of this Code.
<p>Wall Signs</p> <p>Permitted – all non-residential and multifamily buildings</p>	300 sf	3 per single tenant space or building façade whichever is more	<p>Height 7ft</p> <p>Width of all wall signs used cannot be more than 75% of the width of the façade to which it's attached</p>	<ul style="list-style-type: none"> • Placement. Wall signs shall be placed and designed so as to fit within the horizontal and vertical elements of a building. Wall signs must not cover, wholly or in part, any window, door, architectural feature, or opening in a wall. • Projection. Wall signs shall not project beyond the end, tip, cornice, or roofline of the wall to which it is attached, nor extend more than six inches in depth from the wall to which they are attached.

<p>Projecting Sign</p> <p>Permitted – all non-residential and multifamily buildings</p>	<p>Horizontal projecting signs, where the width is greater than height: 50 sf</p> <p>Vertical projecting signs, where height is greater than width: 100 sf</p>	<p>1 per single tenant space or building façade whichever is more</p>	<p>N/a</p>	<ul style="list-style-type: none"> • <i>Thickness limitation.</i> The distance measured between the principal faces of any projecting sign shall not exceed 18 inches. • <i>Location of projecting signs.</i> Every projecting sign shall be placed at least 10 8 feet above the public sidewalk over which it is erected, no more than two feet from the face of the wall to which it is attached, measuring from the point of the sign nearest the wall, and at least one foot from the curb line. Every projecting sign shall be placed at least 15 10 feet above the public driveway, alley or thoroughfare over which it is erected. • The illumination of the sign shall be internal and not exceed an intensity of 3 foot-candles as measured with a portable hand-held sensor from the property line
<p>Awning and Canopy Signs</p> <p>Permitted – all non-residential and multifamily buildings</p>	<p>n/a</p>	<p>n/a</p>	<p>Must be placed at least 8 ft high above ground level</p>	<ul style="list-style-type: none"> • <i>Materials; awnings.</i> Awnings and Canopies may be constructed of cloth or metal; provided, however, all frames and supports shall be of metal. • <i>Illumination.</i> Awnings and Canopies may be both internally and externally illuminated
<p>Exceptional & Unique Sign</p> <p>Signs not explicitly covered by this Section may be allowed with Special Use Permit</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	<ul style="list-style-type: none"> • Considerations for Special Use Approval: <ul style="list-style-type: none"> a. The sign is integral to or will act as a visual enhancement to the architectural and aesthetic character to the building or lot upon which it is located; b. The sign is needed to provide advertising for a specific and unique aspect related to a particular business or lot; c. The sign utilizes technology or standards not presently covered by this Section; d. The sign or elements of the sign are not explicitly prohibited under Subsection H of this Section; e. The sign will not present visual, noise, smell or other nuisance conditions to the surrounding properties or the city as a whole; and f. The sign will not impact negatively on the health, safety, and welfare of the surrounding properties or the city as a whole.

a. ~~Monument signs.~~

- ~~i. *Materials required.* Monument signs shall have a surface or facing of incombustible materials with bases constructed of decorative durable materials, such as brick, stone, or decorative masonry block; provided, however, that structural trim composed of combustible material, may be used.~~
- ~~ii. *Secured letters or fixtures.* All letters, figures, characters or representations in a cut-out or irregular form, maintained in conjunction with, attached to, and/or superimposed upon any monument sign, shall be safely or securely built and/or attached to the sign structure.~~
- ~~iii. *Quantity.* One monument sign shall be allowed per street frontage on a zoning lot with 100 or more lineal feet of continuous street frontage.~~
- ~~iv. *Height and area limitations.* Monument signs shall not exceed a height greater than 10 feet above grade. Monument signs shall not exceed 100 square feet on one side (200 square feet on two sides) in surface area for the first monument sign. Any monument sign beyond the first monument sign shall not exceed fifty percent the area of the first sign.~~
- ~~v. *Location.* Monument signs shall be erected no less than two feet from the property line of the subject property on which the sign is erected. Monument signs shall not encroach into a sight triangle as defined in Subsection 12-206 of this Code. No monument sign shall be closer than two feet away from any other sign, building and/or structure.
 - ~~1. *Residential districts.* Monument signs shall be located near a public, common entrance to the residential development, as approved by a special use permit.~~~~
- ~~vi. *Landscaping.* Monument signs shall be landscaped at their base in a manner harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer. Planting beds shall extend one and a half (1.5) feet from the sign base on all sides. The landscape area shall be curbed at the perimeter when the sign is incorporated into a hard-surfaced parking area. Shrubs or other monument covers shall be a minimum of sixty percent (60%) of the height of the base at planting without blocking the sign copy for the purpose to cover or soften the base. If the proposed sign base is visually enhanced, the Community Development Director may grant partial relief of the landscaping requirement.~~
- ~~vii. *Electronic message centers.*
 - ~~1. *Quantity.* One electronic message center per lot may be allowed as a component of any monument sign as an accessory tool to the primary sign provided it meets the standards in this Subparagraph.~~
 - ~~2. *Area.* The electronic message center area shall not exceed forty percent (40%) of the area of the monument sign to which it is part. The electronic message center area shall be integrated into the design of the overall monument mounted sign.~~
 - ~~3. *Design.* Electronic message centers must be accessory to the primary monument sign cabinet and are not allowed to be installed above said primary monument sign cabinet.~~~~

b. ~~Pole signs.~~

- ~~i. *Materials required.* Pole signs shall have a surface or facing of incombustible materials. Structural trim composed of combustible material, however, may be used. The pole or poles and other support structures shall be fully enclosed with decorative durable materials, such as brick, stone, or decorative masonry block or metal, and be of a shape other than a cylindrical pole. Ordinary or traditional cylindrical poles shall be prohibited as support structures.~~
- ~~ii. *Secured letters or fixtures.* All letters, figures, characters or representations in a cut-out or irregular form, maintained in conjunction with, attached to, and/or superimposed upon any ground sign, shall be safely or securely built and/or attached to the sign structure.~~
- ~~iii. *Quantity.*~~
 - ~~1. *Lots with Interstate Highway Frontage.* On zoning lots which directly front interstate highway right-of-way, or indirectly front interstate highway right-of-way by only being separated by a frontage road, one pole sign shall be allowed per frontage on a zoning lot with 100 or more lineal feet of continuous frontage.~~
 - ~~2. *All Other Lots.* On zoning lots where existing conditions do not provide sufficient space or visibility for the installation of a monument sign in compliance with Subparagraph 9-106(F)(3)(a) of this Subsection, one pole sign shall be allowed with a special use permit per frontage on a zoning lot with 100 or more lineal feet of continuous frontage.~~
- ~~iv. *Height limitations.* Pole signs shall not exceed the following maximum heights:~~
 - ~~1. *Lots with Interstate Highway Frontage.* Pole signs on zoning lots which directly front interstate highway right-of-way, or indirectly front interstate highway right-of-way by only being separated by a frontage road, shall be limited to no more than twenty-five (25) feet in height from grade to the top of the sign cabinet.~~
 - ~~2. *All Other Lots.* Pole signs on zoning lots which do not directly or indirectly front interstate highway right-of-way as described above in Subparagraph 9-106 F(3)(b)(iii)(1) shall be limited to no more than fifteen (15) feet in height from grade to the top of the sign cabinet.~~
- ~~v. *Area limitations.* Pole signs shall not exceed 100 square feet on one side (200 square feet on two sides total) in surface area for the first pole sign. Any pole sign beyond the first pole sign shall not exceed fifty percent of the area of the first sign.~~
- ~~vi. *Location.* The final location of any pole sign shall be a minimum of two feet from all property lines of the subject property on which the sign is erected, including the vertical plane of the cabinet or sign face edge, and comply with the “sight triangle” requirement of Subsection 12-206(S) of this Code. The bottom portion of any pole sign shall be at least 8 feet from the adjoining ground level. The location of the sign shall not obstruct the view of motorists and pedestrians. No pole sign shall be closer than two~~

- feet away from any other sign, building and/or structure.
- ~~vii. *Landscaping.* Pole signs shall be landscaped at their base in a manner harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer. Planting beds shall extend one and a half (1.5) feet from the sign base on all sides. The landscape area shall be curbed at the perimeter when the sign is incorporated into a hard-surfaced parking area. Shrubs or other ground covers shall be at least 25% of the height of the pole sign, or six feet in height, whichever is less, for the purpose to cover or soften the base of the sign. If the proposed sign base is visually enhanced, the Community Development Director may grant relief of the landscaping requirement.~~
- ~~viii. *Design.* Pole signs shall implement a unique design theme consisting of various shapes and styles.~~
- ~~ix. *Electronic message centers.* An electronic message center may be allowed as a component of any pole sign subject to special use permit approval. Any electronic message center component as part of a pole sign shall be not displayed lower than 8 feet in height nor higher than 10 feet in height with any departures from these standards subject to a specific special use permit approval condition.~~

c. *Electronic Message Centers.*

~~i. *Location.*~~

- ~~1. The subject property of the electronic message center sign shall have no less than 100 feet of R.O.W. frontage on which the sign is to be located.~~
- ~~2. The sign is prohibited within 100 feet of a principal residential structure if any part of the sign face would be visible from the principal residential structure.~~

~~ii. *Display.*~~

- ~~1. The copy, logo or display of the sign shall remain static and unchanging for a period of no less than 10 seconds.~~
- ~~2. Anything displayed on the lines of text on the sign shall be displayed monochromatically, and shall not change in color, intensity, brightness, shade or color gradient.~~
- ~~3. The message shall not consist of flashing, scintillating, chasing or animated lights, or include animated pictorial graphics.~~
- ~~4. The illumination of the sign shall not exceed an intensity of 0.5 foot-candles as measured with a portable hand-held sensor at either the property line or ten (10) feet from the sign, whichever is lesser.~~
- ~~5. The sign shall incorporate automatic dimmer software or solar sensors with maximum settings of 5,000 nits during daylight and 500 nits between dusk and dawn. If the city finds that the sign causes glare or otherwise impairs the vision of the driver of a motor vehicle, the owner of the sign, within twenty-four (24) hours of a request by the city, shall reduce the intensity of the sign to a level acceptable to the city.~~

~~iii. *Operations.*~~

- ~~1. The sign shall only operate between one-half hour before the premises are opened, or 6:00 A.M., whichever is earlier and one-half hour after premises are closed to the public, or 11:00 P.M., whichever is later.~~
- ~~2. If at any time, more than thirty (30) percent of the display lights malfunction or are no longer working, the owner of the sign shall make repairs to the sign within thirty (30) days or the sign will require removal. All electronic message center signs must be equipped with a default mechanism that will stop the messaging or freeze the image in one position when a malfunction in electronic programming occurs.~~

~~d. Directional signs:~~

- ~~i. Materials required. Refer to Subparagraphs 9-106 F(3)(a)(i) and F(4)(b)(i).~~
- ~~ii. Secured letters or fixtures. Refer to Subparagraphs 9-106 F(3)(a)(ii) and F(4)(b)(ii).~~
- ~~iii. Quantity. One directional sign shall be allowed per right-of-way frontage on a zoning lot with 100 or more lineal feet of continuous street frontage. One additional directional sign may be allowed in a parking lot accessory to a primary structure and must be located within a landscape island in compliance with Section 9-107 of this Code. Additional signs above what is allowed by this Subparagraph (d) shall require Sign Plan approval.~~
- ~~iv. Height and area limitations. Directional signs shall not exceed a height greater than four (4) feet above grade. Directional signs shall not exceed six (6) square feet per sign face.~~
- ~~v. Location. Directional signs shall not be closer than two (feet) to any property line, pavement area, or curb or closer than five (5) feet to any other permanent ground sign. Directional signs must be within five (5) feet of a driveway serving as ingress and/or egress to a right-of-way or within a landscape island compliant with Section 9-107 of this Code.~~

~~e. Wall signs:~~

- ~~i. Materials required. Wall signs shall have a surface or facing of incombustible materials; provided, however, that structural trim composed of combustible material, may be used.~~
- ~~ii. Secured letters or fixtures. All letters, figures, characters or representations in a cut-out or irregular form, maintained in conjunction with, attached to and/or superimposed upon any wall sign, shall be safely or securely built and/or attached to the sign structure.~~
- ~~iii. Placement. Wall signs shall be placed and designed so as to fit within the horizontal and vertical elements of a building. Wall signs must not cover, wholly or in part, any window, door, architectural feature, or opening in a wall. Wall signs must be attached to a wall at a height of not less than 8 feet above ground level. Wall signs may only be located on walls parallel~~

- ~~to a street, or those which provide a customer pedestrian building entrance parallel to a parking area. Accessory wall signs may also be located on:~~
- ~~1. walls which do not provide a customer pedestrian building entrance but are parallel to a parking area;~~
 - ~~2. walls which are parallel to the main point of ingress and egress to a non-residential development; or~~
 - ~~3. walls with a secondary customer pedestrian building entrance.~~
- ~~iv. *Projection.* Wall signs shall not project beyond the end, tip, cornice, or roofline of the wall to which it is attached, nor extend more than six inches in depth from the wall to which they are attached.~~
- ~~v. *Height.* The vertical dimension of any sign face for a wall sign shall be no more than seven (7) feet; except the vertical dimension of a sign face for an accessory wall sign located under Subparagraph 9-106 F(3)(e)(iii) shall be no more than four (4) feet.~~
- ~~vi. *Total maximum area.* Notwithstanding any other provision of this paragraph:~~
- ~~1. no wall sign facing an interstate highway right-of-way may exceed three hundred (300) square feet in area; and~~
 - ~~2. no other wall sign may exceed two hundred (200) square feet in area.~~
- ~~vii. Single-tenant buildings or tenant spaces with thirty (30) feet or less of frontage.~~
- ~~1. *Total number of wall signs.* One wall sign is allowed for each single tenant building or tenant space with thirty (30) feet or less of frontage.~~
 - ~~2. *Total wall sign width.* The width of a wall sign on a single tenant building or tenant space with thirty (30) feet or less of frontage must be no more than seventy-five (75) percent of the total length of the frontage to which it is attached.~~
- ~~viii. Single-tenant buildings or tenant spaces with greater than thirty (30) feet of frontage.~~
- ~~1. *Total number of wall signs.* No more than one primary wall sign and two accessory wall signs are allowed for a single tenant building or tenant space with greater than thirty (30) feet of frontage. No more than one accessory wall sign may be located under Subparagraph 9-106 F(3)(e)(iii).~~
 - ~~2. *Total wall sign width.* The total width of all wall signs on single-tenant buildings or tenant spaces with greater than thirty (30) feet of frontage shall be no more than fifty (50) percent of the total length of the frontage to which they are attached; however, an accessory sign located under Subparagraph 9-106 F(3)(e)(iii) shall be no more than twenty-five (25) percent of the total length of the frontage to which it is attached.~~
- ~~ix. *Accessory wall sign area.* Accessory wall signs not located under Subparagraph 9-106 F(3)(e)(iii) are limited to twenty (20) percent of the total maximum area allowed.~~
- ~~x. *Corner units of multi-tenant buildings, or single-tenant buildings on*~~

~~corner lots. When a corner unit of a multi-tenant building or a single-tenant building on a corner lot faces two streets;~~

- ~~1. the total maximum width for wall signs on each frontage is limited to the width allowed for the shorter frontage; and~~
- ~~2. the wall signs on each frontage must be substantially similar.~~

~~f. Projecting signs.~~

- ~~i. Area limitations. Except by special permission of the City Council, projecting signs shall be limited in area as follows:
 - ~~1. Horizontal projecting signs, where the width is greater than height, shall not exceed 50 square feet on each side; and~~
 - ~~2. Vertical projecting signs, where height is greater than width, shall not exceed 100 square feet on each side.~~~~
- ~~ii. Thickness limitation. The distance measured between the principal faces of any projecting sign shall not exceed 18 inches.~~
- ~~iii. Location of projecting signs. Every projecting sign shall be placed at least 10 feet above the public sidewalk over which it is erected, no more than two feet from the face of the wall to which it is attached, measuring from the point of the sign nearest the wall, and at least one foot from the curb line. Every projecting sign shall be placed at least 15 feet above the public driveway, alley or thoroughfare over which it is erected.~~
- ~~iv. Illumination requirements. Projecting signs may be illuminated every night between sunset and 10:00 p.m. or the close of business day, whichever is earlier, by at least five watts per square foot of sign surface, but in no case less than 60 watts for each sign surface.~~

~~g. Awning and canopy signs.~~

- ~~i. Materials; awnings. Awnings may be constructed of cloth or metal; provided, however, all frames and supports shall be of metal. All new awnings shall be subject to review in accordance with Section 11-505 of this Code.~~
- ~~ii. Materials; canopies. Canopies may be constructed of a cloth or metal hood; provided, however, all frames and supports shall be of metal. In the C-3 District, awnings may be made of cloth; provided, however, all frames and supports shall be of metal. All new canopies shall be subject to review in accordance with Section 11-505 of this Code.~~
- ~~iii. Illumination. In all non-residential districts except the C-3 District, awnings may be both internally and externally illuminated subject to all other applicable standards. In the C-3, any illumination must be provided by lighting cast down from above the awning or canopy via decorative serpentine fixtures, subject to review in accordance with Section 11-505 of this Code.~~
- ~~iv. Location of awnings and canopies.
 - ~~1. Heights above sidewalk; awnings. No portion of an awning shall be less than eight feet above the level of the sidewalk or public thoroughfare over which it is erected.~~
 - ~~2. Height above sidewalk; canopies. No portion of a canopy shall be less than nine feet above the level of the sidewalk or public~~~~

~~thoroughfare over which it is erected.~~

- ~~v. *Setback from curb line.* No awning or canopy shall be allowed to extend beyond a point one foot inside the curb line.~~
- ~~vi. *Width.* No limitation on the width of awnings or canopies. Full compliance with the wind pressure and dead load requirements is required.~~
- ~~vii. *Awnings to be rolled.* When applicable, awnings shall be rolled or folded against the building wall except when serving as a protection from sun, rain, snow or other inclement weather.~~

~~h. *Exceptional & Unique Sign.* Signs not explicitly covered by this Section may be allowed with Special Use Permit approval only within the context of the following considerations:~~

- ~~i. The sign is integral to or will act as a visual enhancement to the architectural and aesthetic character to the building or lot upon which it is located;~~
- ~~ii. The sign is needed to provide advertising for a specific and unique aspect related to a particular business or lot;~~
- ~~iii. The sign utilizes technology or standards not presently covered by this Section;~~
- ~~iv. The sign or elements of the sign are not explicitly prohibited under Subsection H of this Section;~~
- ~~v. The sign will not present visual, noise, smell or other nuisance conditions to the surrounding properties or the city as a whole; and~~
- ~~vi. The sign will not impact negatively on the health, safety, and welfare of the surrounding properties or the city as a whole.~~

~~G. SPECIAL AREAS OF CONTROL.~~

~~Signs on properties within one of the special areas of control listed below shall adhere to the standards of this Subsection G. Properties primarily used for residential purposes within one of the defined special areas of control shall be exempt from permitting requirements. Properties used for any non-residential use or for a combination of residential and non-residential uses shall require a temporary sign permit. All signs on properties within special areas of control shall adhere to the general standards herein. All regulations in this Subsection shall be maximums unless otherwise stated. The following terms are used in the tables in order to further explain or abbreviate the Sign Regulations.~~

- ~~_____ SFR _____ Single Family Residential~~
- ~~_____ MFR _____ Multi Family Residential~~
- ~~_____ NR _____ Non Residential~~
- ~~_____ MU _____ Mixed Use~~
- ~~_____ NP (or blank) Not Allowed.~~
- ~~_____ ROW _____ Right of Way~~

~~1. General Standards for Special Areas of Control.~~

- ~~a. All signs shall be non-illuminated unless otherwise stated.~~
- ~~b. All ground signs shall be no closer than five (5) feet from the paved portion of any street or back of curb where no sidewalk is present, no closer than two (2) feet from a sidewalk, and shall be on private property.~~
- ~~c. All ground signs shall not be allowed within any sight triangle, as defined in Section 12-206(S) of this Code.~~
- ~~d. All signs shall be securely anchored to either the ground or building wall to which they are attached so as to withstand weather conditions.~~
- ~~e. All signs allowed by this Subsection shall be in addition to the number of signs authorized by Subsection H of this Section.~~
- ~~f. A frame signs shall not be allowed for use during in climate weather conditions.~~

~~2. Properties for sale or lease. Yard or post signs meeting the following requirements shall be allowed on real property which is actively being offered for sale or for lease:~~

Table 9-106 G.2 — Properties for sale or lease				
Land Use	Sign Face Area (ft²)	Number	Sign Height (ft)	Additional Regulations
SFR	6	1 per public or private ROW frontage	6	
MFR	16	1 per primary structure, per public or private ROW frontage	6	• Must be made of durable, non-combustible material.

NR/MU	For Lease: 16	1 per primary structure, per public or private ROW frontage	6	● Must be made of durable, non-combustible material.
	For Sale: Property with less than 100 ft. of frontage: 16			
	For Sale: Properties with 100ft. of frontage or greater: 32			

~~3. Properties with model homes. The following sign types meeting the following requirements shall be allowed on real property which is actively registered with the City Clerk's office as a model home or model unit. All signs must be removed at the time of expiration of the model home or model unit registration.~~

Table 9-106 G.3 Properties with model homes or units					
Land Use	Sign Type	Area (ft²)	Number	Height (ft)	Additional Regulations
SFR	Feather Flag	15	2 per property	7	<ul style="list-style-type: none"> ● A Frame signs shall only be displayed during daily hours of operation. ● Feather flag signs must be secured into the ground or on a weighted stand within five (5) feet of the primary entrance. ● Non illuminated attention getting devices are allowed.
	A-Frame	6	1 per property	5	
	Yard or Post	16	1 per property	6	
MFR	Feather Flag	20	2 per building	9	
	A-Frame	6	1 per primary entrance to the building	5	
	Yard or Post	16	1 per building	6	
MU	Feather Flag	20	2 per building	9	
	A-Frame	6	1 per primary entrance to the leasing office	5	
	Yard or Post	16	1 per building	6	

~~4. Properties undergoing construction. Yard or post signs meeting the following requirements shall be allowed on real property which has an active and open building permit with the Building Department. All signs shall be removed immediately upon receiving a Certificate of Occupancy from the Building Commissioner.~~

Table 9-106 G.4—Properties undergoing construction

Land Use	Sign Type	Area (ft²)	Number	Height (ft)	Additional Regulations
SFR	Fence	12	1 per property	4	<ul style="list-style-type: none"> Fence signs shall adhere to the height maximum herein, or not exceed the top of the fence to which they are attached.
	Yard or Post				
MFR	Fence	12	1 per building	4	
	Yard or Post				
NR/MU	Fence	32	1 per property	7	
	Yard or Post				

H. MAINTENANCE AND GENERAL SIGN PROHIBITIONS.

1. *Maintenance Standards.*

- (a) *Safety.* The owner or operator of a sign and the owner of the lot on which the sign is located shall be jointly and severally liable to maintain the sign(s), including its (their) illumination sources, in compliance with this Section and all applicable laws, in a safe, secure, neat and orderly condition, and in good working order, at all times.
- (b) *Ordinary Repair and Maintenance.* The owner or operator of a sign and the owner of the lot on which the sign is located shall be jointly and severally liable to maintain the sign, including normal maintenance and incidental repair or replacement of non-bearing sign elements and electrical wiring and fixtures which may be performed on any sign. This shall include prevention of development of any rust, corrosion, rotting or other deterioration in the physical appearance of the sign. However, any repair or replacement shall, whenever possible eliminate or reduce any nonconformity in the element being repaired or replaced and provided further, however, that this Paragraph (H) of this Section shall not override the authority of this Section. The area around any ground sign shall be kept clean and free of all rubbish, overgrown grass, other overgrown and poorly maintained landscaping, and weeds.
- (c) *Sign Face Changes.* Provided that the sign is otherwise in compliance with this Subsection H as determined by the Building Commissioner and is a legal conforming sign, sign face changes may be completed without a sign permit. Sign face changes on signs which are considered nonconforming, as determined in Paragraph (I)(2) of this Section 9-106 of the Code, may be completed upon review by the building commissioner to ensure that the sign structure is not altered, enlarged, or moved.

2. *General prohibitions.*

- (a) No sign or other advertising structure shall be erected, relocated or maintained in a manner so as to prevent free ingress to, or egress from, any door, window or fire escape. No sign of any kind shall be attached to a standpipe or fire escape.

- (b) No sign or other advertising structure shall:
- (i) Obstruct free and clear vision at any street intersection;
 - (ii) Interfere with, obstruct the view of, or be confused with, any authorized traffic sign, signal or device because of its position, shape or color; or
 - (iii) Make use of the words "STOP," "LOOK," "DRIVE-IN," "DANGER" or any other word, phrase, symbol or character in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic.
- (c) No sign or other advertising structure shall be allowed to constitute a hazard to safety or health by reason of inadequate design, construction, repair or maintenance.
- (d) No signs may have blinking, flashing or fluttering lights, or other illuminating devices, which has a changing light intensity, brightness or color; rotating beams, beacon or flashing illumination resembling an emergency light.
- (e) No sign or other advertising structure shall display any matter in which the dominant theme of the material, taken as a whole, appeals to a prurient interest in sex, or is patently offensive because it affronts contemporary community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value.
- (f) No sign or other advertising structure shall be painted on or attached to a motor vehicle used primarily for the display of the sign. This Section shall not prohibit the identification of a business and/or its products or services on those vehicle(s) owned and operated by the business and parked or located in a manner appropriate to the normal course of business.
- ~~(g) No sign or other advertising structure shall have visible moving, revolving or rotating parts or visible mechanical movement of any kind, except for the movable hands of street clocks, or other apparent visible movement achieved by electrical, electronic or mechanical means.~~
- (h) No sign designed to be moved from place to place (freestanding or on wheels), that is not otherwise permanently affixed to the ground, a building or other permanent structure shall be allowed, unless other explicitly allowed in this Section.
- (i) No signs attached to trees, public utility poles, standpipes, gutter drains or fire escapes, other than warning signs issued by government officials or public utilities, shall be allowed.
- (j) No neon tubing or illuminated tubing shall be allowed on any sign, building, fence, or other permanent or temporary structure or on the interior of any window, unless otherwise allowed as an interior illuminated sign or interior neon sign in this Section.
- (k) No streamers, posters, ribbons, balloons, lights bulbs, light bands, spinners, attention-getting devices that move, blink or flash signs shall be allowed.

~~(l) No signs or decorative elements shall be allowed on roofs.~~

~~(m) Signs which are painted directly onto an exterior wall of any building, structure, fence, or sign are prohibited.~~

(n) No sign or other advertising structure shall be illuminated with lights, which glare into or upon the surrounding area of any residential premises or distract operators of vehicles and/or pedestrians accessing and/or using the public right-of-way.

(o) Any sign comprised of plywood or similar material is prohibited.

(p) No sign, except governmental and public utility signs authorized in this Section, shall be placed in or extend into or over any public property or right-of-way.

(q) The erection of billboard shall be prohibited. Existing billboards must comply with the requirements of Section I of this Section. (Ord. 2006-11-0068O, passed 11-28-2006)

I. NONCONFORMING SIGNS.

1. Authority to Continue. Except as provided in Subsection F of this Section, any lawfully existing nonconforming sign may be continued so long as it otherwise remains lawful, subject to the regulations contained in Subsections B through E of this Section.

2. Alteration, Enlargement, Moving. No nonconforming sign shall be changed or altered in any manner that would increase the degree of its nonconformity; be enlarged or expanded; be structurally altered to prolong its useful life; or be moved in whole or in part to any other location where it would remain nonconforming. A change in sign message that does not otherwise violate the provisions of this Code shall not be deemed to be prohibited by this Subsection.

3. Change of Sign. A nonconforming sign that has been changed to eliminate its nonconformity, or any element of its nonconformity, shall not thereafter be change to restore such nonconformity or nonconforming element.

4. Damage or Destruction. Any nonconforming sign, or any nonconforming element of a sign capable of change or discontinuance separate from other elements of the sign, damaged or destroyed, by any means, to the extent of 35 percent (35%) or more of its replacement cost of the current assessed value shall not be restored but shall be removed or brought into conformity with the provisions of this Code.

5. *Termination of Certain Signs.*

a. *Signs subject to Immediate Termination.* The following nonconforming signs, or sign features, shall be terminated within thirty (30) days after the effective date of this Code by removal of the sign or by alteration of the sign to eliminate the specified

- (j) Evidence of the financing plan the applicant proposes to use to complete the proposed planned development. The applicant's prior success in completing projects of similar scope may be offered in support of this requirement.
 - (k) A preliminary plat of subdivision if required pursuant to the Oak Forest Subdivision Ordinance.
 - (l) A final plat of subdivision if required pursuant to the Oak Forest Subdivision Ordinance.
11. Applications for Site Plan Approval. Whenever an application filed pursuant to any provision of this Code involves any use, construction or development requiring the submission of a site plan pursuant to Section 11-504 of this Article, a site plan illustrating the proposed use, construction or development and providing at least the following data and information, on one or more sheets, shall, if deemed necessary by the Community Development Director, be submitted as part of the application:
- (a) A graphic rendering of the existing conditions, which depicts:
 - (i) All significant natural, topographical and physical features of the subject property including topographical contours at one foot intervals;
 - (ii) The location and extent of tree cover including single trees in excess of eight inches in diameter at five feet above ground level;
 - (iii) The location and extent of water bodies and courses, wetlands, marshes and special flood hazard areas and floodways on or within 100 feet of the subject property;
 - (iv) Existing drainage structures and patterns; and
 - (v) Soil conditions as they affect development.
 - (b) The location, use, size and height in stories and feet of structures and other land uses on properties within 250 feet of the subject property.
 - (c) For areas within any required setback, any proposed regarding of the subject property.
 - (d) Data concerning proposed structures and existing structures that will remain, including:
 - (i) Location, size, use and arrangement, including height in stories and feet;
 - (ii) Where relevant, floor area ratio, gross floor area and net floor area;
 - (iii) Where relevant, number and size of dwelling units, by dwelling unit type and number of bedrooms;
 - (iv) Building coverage; and
 - (v) Description of the calculation method utilized in computing all required statistics shown.

- (e) Minimum setback dimensions and, where relevant, relation of setback dimensions to the height, width and depth of any structure.
- (f) A vehicular and pedestrian circulation plan showing the location, dimensions, gradient and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs and curb cuts; parking spaces, loading spaces and circulation aisles; sidewalks, walkways and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
- (g) All existing and proposed surface and sub-surface drainage and retention and detention facilities and existing and proposed water, sewer, gas, electric, telephone and cable communications lines and easements and all other utility facilities.
- (h) Location, size and arrangements of all outdoor signs and lighting.
- (i) Location and height of fences or screen plantings and the type or kind of building materials or plantings to be used for fencing or screening.
- (j) Location, designation and total area of all usable open space.
- (k) A detailed landscaping plan, showing location, size and species of all trees, shrubs and other plant material.
- (l) A traffic study, if required by the Community Development Director or the Board or Commission hearing the application.
- (m) An erosion control plan for the period during which construction will be taking place, if required by the Community Development Director or the Board or Commission hearing the application.
- (n) Hard line elevations and floor plans.
- (o) The names and addresses of all owners of:
 - (i) Property within 250 lineal feet, excluding street rights-of-way, in all directions from the subject property; and
 - (ii) Property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property and on a frontage directly opposite any such frontage and on a frontage immediately adjoining or across an alley from any such frontage, as shown in the records of the Office of the Assessor of Cook County.
- (p) ~~An application for a Minor or Major Sign Plan, in accordance with Subsection 9-106(D) of this Code.~~

12. Applications for Appeal from Denial of Site Plan Approval. Every application filed pursuant to Subparagraph 11-504 E(1)(d) shall, if deemed necessary by the

request of the applicant or the Community Development Director made at the time of the filing of the applicant's application, be reserved to the City Council. Whenever any application for a variation requires final approval by the City Council, the authority to decide the application for variation shall be reserved to the City Council. For such purposes, the City Council shall have all of the authority granted to, and shall be subject to all of the limitations imposed on, the Planning and Zoning Commission by this Section; provided, however, that the provisions governing public notice and hearing of, and action on, the companion application or the provisions of Paragraphs D2 and D3 of this Section that provide the broadest public notice shall govern.

E. Permitted Variations.

1. Permitted Variations as approved by the Planning and Zoning Commission. The Planning and Zoning Commission may vary the provisions of this Code in the following cases and in no others, in accordance with Subsection D above.
 - (a) To reduce the dimension of any required setback of a lot of record existing at the time that the application for the variation is submitted;
 - (b) To permit the use of a lot or lots for a use otherwise prohibited solely because of the insufficient area or width of the lot or lots, but in no event shall the respective area and width of the lot or lots be less than 90 percent of the required area and width, and only on a lot of record existing at the time that the application for the variation is submitted;
 - (c) To increase the maximum allowable height of any fence;
 - (d) ~~To reduce by not more than 25 percent, or one space, whichever is greater, the minimum number of off street parking spaces or loading spaces otherwise required;~~
 - (e) ~~To increase by not more than one sign the maximum number of signs of any functional type otherwise allowed;~~
 - (f) To allow illumination of residential recreational facilities;
 - (g) To allow the moving of a pre-code structure to an extent or in a manner not permitted by Subsection 10-104 B of this Code;
 - (h) To allow the otherwise prohibited restoration of a partially damaged or destroyed pre-code structure or structure devoted to a nonconforming use;
 - (i) To allow setback variations in excess of those permitted by Section 10-105 of this Code in connection with the development of a legal nonconforming lot of record;
 - (j) To increase, by not more than five (5) feet or not more than one (1) story or both, the maximum allowable height of a principal residential structure in the R4 Neighborhood Residential District (provided that in no event shall

- (p) To allow a setback for a ground sign less than that required by Section 9-106 of this Code.
 - (q) ~~To allow the area, width, or height of a sign to be increased by up to 25% of the maximum allowable height, width, or facing.~~
 - (r) To increase the amount of allowed residential driveways by one.
 - (s) To increase the allowed width of a residential driveway to no greater than 35 feet at the street.
 - (t) ~~To allow for variation from the conditions outlined in the Sign Code Section 9-106.~~
2. Permitted Variations as approved by the City Council. Subject to the prohibitions set forth in Paragraph E4 below, and subject to the other provisions of this Section, the City Council may vary any of the provisions of this Code in accordance with Subsection D above.
 3. Administrative Variations. A request to reduce the minimum front, side or rear setback requirement, or to increase the maximum height requirement of accessory structures, by less than twelve (12) inches may be approved by the Community Development Director or his/her designee.
 4. Prohibited Variations. Notwithstanding any other provision of this Section, no variation shall be granted that:
 - (a) Is intended as a temporary measure only; or
 - (b) Is greater than the minimum variation necessary to relieve the particular hardship or practical difficulty demonstrated by the applicant.

F. Standards for Variations.

1. General Standard. No variation shall be granted pursuant to this Section unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Subsection F.
2. Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 9, 2025
TO: Mayor Hortsman, City Council
FROM: Paul Ruane, Assistant Director of Community and Economic Development
SUBJECT: Approval of Ordinance 2025-12-1127O, authorizing an amendment of Title XI: Business Regulations in the City of Oak Forest City Code

Background

Over the past several months, City staff including representatives from Administration, the Fire Department, and the Building Department reviewed Oak Forest's business licensing requirements to identify outdated or redundant provisions. Staff found that many specific businesses license categories include requirements and fees already covered under the City's Building and Fire Codes. Because these older provisions were not being applied in practice and were largely enacted before the adoption of modern codes, staff recommends removing them to improve consistency, eliminate redundancy, and ensure compliance with current state and local standards.

Licenses to be Removed

- Grease Trap Sludge Removal and Transportation
 - Outdoor Advertisers
 - Young Adult Entertainment Facilities
 - Mini Theaters
 - Billiard and Pool Halls
 - Bowling Alleys
 - Carnivals, Parks, Menageries, and Exhibitions
 - Circuses
 - Movie Houses and Theaters
 - Shooting Galleries
 - Adult Day Cares
 - Nursing Homes
 - Dry Cleaners
-

- Landscapers
- Scavengers

Proposed Fee Adjustment

Current Annual Fee Schedule	Proposed Fee Schedule
0 to 4,000 SF ranges \$5 to \$45	0 to 4,000 SF: \$50 flat fee
Above 4,000 SF: existing structure retained	Larger buildings pay a larger fee

Action Requested

Approval of Ordinance 2025-12-1127O.

CITY OF OAK FOREST

ORDINANCE NO. 2025-12-11270

**AN ORDINANCE AUTHORIZING A COMPREHENSIVE AMENDMENT OF TITLE XI: BUSINESS
REGULATIONS IN THE CITY OF OAK FOREST CITY CODE**

(Business Regulations – City Code Text Amendment)

Passed by the City Council, December 9, 2025

Printed and Published, December 9, 2025

Printed and Published in Pamphlet Form
By Authority of the City Council

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. 2025-12-11270

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

AN ORDINANCE AUTHORIZING A COMPREHENSIVE AMENDMENT OF TITLE XI: BUSINESS REGULATIONS IN THE CITY OF OAK FOREST CITY CODE

(Business Regulations – City Code Text Amendment)

shall be, and is hereby, adopted as follows:

WHEREAS, the City of Oak Forest, Cook County, Illinois is a home rule municipality as defined by Article VI of the Illinois Constitution; and;

WHEREAS, the Illinois General Assembly has empowered and authorized municipalities to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and;

WHEREAS, the Oak Forest City Council has authorized a general compilation, revision and codification of the ordinances of the City of Oak Forest of a general and permanent nature and publication of such ordinance in book form; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this Ordinance take effect at an early date; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OAK FOREST, pursuant to and in reliance upon its power and authority as a home rule municipality:

Section 1: RECITALS.

The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

Section 2: AMENDMENT.

That Title XI: entitled "Business Regulations" of the City of Oak Forest Code of Ordinances is hereby amended by changing those provisions set forth in bold print and underscored fully set forth in Exhibit A, which is attached and by this reference incorporated in to this ordinance.

Section 3: EFFECTIVE DATE

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

Section 4: REPEAL OF CONFLICTING PROVISIONS.

All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 5: SEVERABILITY.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 6: PUBLICATION.

The City Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4 and as otherwise provided herein.

ADOPTED

This 9th Day of December, 2025

APPROVED By Mayor

This 9th Day of December, 2025

JAMES HORTSMAN, MAYOR

ATTEST:

NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Curt Kunz Fourth Ward				
James Emmett Fifth Ward				
James Stuewe Sixth Ward				
Ericka Vetter Seventh Ward				
James Hortsman Mayor				

Exhibit A:
Code Amendments - Redlined

TITLE XI: BUSINESS REGULATIONS

Chapter

- 110. GENERAL PROVISIONS
- 111. FOOD AND BEVERAGE
- 112. VEHICLES FOR HIRE
- 113. ADVERTISING AND MERCHANDISING
- 114. AMUSEMENTS
- 115. ELDER CARE
- 116. CABLE TELEVISION FRANCHISES AND TELECOMMUNICATIONS PROVIDERS
- 117. LODGING
- 118. COMMERCIAL RETAIL AND SERVICE PROVIDERS
- 119. GARAGE AND RUMMAGE SALES
- 120. PET SHOPS

CHAPTER 110: GENERAL PROVISIONS

Section

Business Licenses Generally

- 110.001 Applicability of chapter
- 110.002 License or permit required
- 110.003 Applications
- 110.004 Forms
- 110.005 Signatures
- 110.006 Inspections and investigations
- 110.007 Fees
- 110.008 Issuance of licenses and permits to persons indebted to city
- 110.009 Assignment and transfer of licenses and permits
- 110.010 Revocation and suspension of licenses and permits
- 110.011 Posting of licenses and permits

- 110.012 Termination of licenses and permits; notice and late fees
- 110.013 Change of location of licensed business; notice
- 110.014 Businesses as nuisances
- 110.015 Right of entry for inspection
- 110.016 Identification of trucks
- 110.017 Maintenance of premises; comfort facilities
- 110.018 Periodic inspections

Weights and Measures

- 110.030 Scales required
- 110.031 False weights and measures

Contractor Registration

- 110.045 Definitions
- 110.046 Subcontractors
- 110.047 Registration fees
- 110.048 Compliance required
- 110.049 Bonds
- 110.050 Insurance
- 110.051 Electrical and plumbing contractors
- 110.052 Registration

Foreign Fire Insurance Companies

- 110.065 Compliance required; liability
- 110.066 Payments to city
- 110.067 Annual report to city
- 110.068 Administration by Illinois Municipal League; Fire Insurance Tax Bureau

~~Grease Trap Sludge Removal and Transportation Licenses~~

- ~~110.080 Grease trap sludge defined~~
- ~~110.081 Maintenance of traps required; use of dissolving agents~~
- ~~110.082 Discharging sludge into sewers prohibited~~

- ~~—110.083 Transportation or acceptance of sludge; manifests and licenses required~~
- ~~—110.084 Licenses required~~
- ~~—110.085 Application for licenses~~
- ~~—110.086 Sludge manifests~~
- ~~—110.087 Inspection of facilities and equipment~~
- ~~—110.088 Expiration of licenses; renewals~~
- ~~—110.089 Revocation of licenses~~
- ~~—110.090 License to be personal privilege; right to amend or repeal chapter~~

House Movers

- 110.105 License required; fee
- 110.106 Bond
- 110.107 Insurance
- 110.108 Planking of streets and sidewalks
- 110.999 Penalty

§ 110.007 FEES.

(A) All fees and charges for licenses and permits shall be paid in advance to the City Clerk at the time the application therefor is filed. Business licenses shall be issued annually, and fees shall be based on a full year rate, which shall cover the whole year or any portion of the license period for which application is made.

(B) Except where otherwise provided in this business regulation title, the annual license or permit fee for a business, activity, occupation or profession shall be computed as follows.

- (1) Base license fee \$50; plus
- (2) Annual occupancy inspection fee:

Annual Inspection Fees for Certification of Occupancy (Includes Costs of Annual Oak Forest Fire Inspection)	
Square Footage	Annual Fee
0 to 500 5,000	\$5 \$50
501 to 1,000	\$10
1,001 to 1,500	\$15
1,501 to 2,000	\$20
2,001 to 3,000	\$30

3,001 to 4,000	\$45
4,001 to 5,000	\$55
5,001 to 6,000	\$65
6,001 to 7,000	\$95
7,001 to 8,000	\$125
8,001 to 9,000	\$150
9,001 to 10,000	\$185
10,001 to 15,000	\$235
15,001 to 20,000	\$310
20,001 to 30,000	\$375
30,001 and over	\$550

(3) Additional fees detailed in the Municipal Code:

Oak Forest Municipal Code Fees	Annual Fee	Notes
Bowling alley	\$100	City agreement
Carnivals	various	(negotiated)
Cigarette and tobacco dealer	\$100	plus square footage city agreement
Circuses	\$200	\$15 for each side show and concession
Day care center	\$100	
Dry cleaner (plant)	\$100	for each plant
Motel - Class I	\$50	plus \$5 each lodging unit
Motel - Class II (extended stay)	\$500	plus \$50 each lodging unit
Hotel - Class I	\$30	plus \$5 each lodging unit
Hotel - Class II (extended stay)	\$300	plus \$50 each lodging unit
House mover	\$100	
Limousine	\$100	for first vehicle plus \$100 each additional vehicle
Mobile home park	\$100	plus \$20/trailer
Nursing home	\$100	
Outdoor advertising	\$100	each billboard
Residential rental housing (1 to 24 dwelling units)	\$100	
Residential rental housing (25 or more dwelling units)	\$200	
Scavenger	\$200	each vehicle
Sludge removal /transportation	\$200	
Taxi cabs	\$100	each vehicle plus square footage
Towing operator	\$100	each vehicle
Young adult entertainment occupancy to 100	\$1,000	

Young adult entertainment occupancy to 200	\$5,000	
Young adult entertainment occupancy to 300	\$10,000	
Young adult entertainment occupancy to 600	\$20,000	

(4) Fees for ~~coin-operated devices~~, video gaming terminals, tobacco, and gas station pumps, and miscellaneous fees:

Description	Annual Fee	Notes
Coin-Operated Amusement Devices	100	
Vending Machine	50	
Video Game Terminals (Electronic poker, "21" and similar)	\$500	
Snack and candy	\$50	
Pop and coffee	\$50	
Tobacco	\$100	
Transfer fee	\$4	Per machine per transfer
Ice cream truck	\$35	Miscellaneous
Christmas tree sales	\$35	Miscellaneous
Gas station pumps	\$100	Plus \$10 per nozzle

(5) Business registration fee: \$50.

(6) As to any of the businesses housed in a commercial building where state law has preempted local authority, and are subject to an annual fire inspection by the Oak Forest Fire Department, the City of Oak Forest shall require an annual business registration administrative fee of \$50. This charge will be used to reimburse the city for municipal costs associated with the annual fire inspection and to confirm the business is in full compliance of state laws.

(C) In computing square footage, the entire building floor area and any adjacent storage or display area shall be included. The license or permit fee based on square footage entitles the licensee to one building. An additional license or permit shall be obtained for any other business or place of business conducted at the same address, under the same roof or on the same property of the licensee.

(2000 Code, § 5.02.070) (Ord. 2006-12-00720, passed 12-12-2006)

~~GREASE TRAP SLUDGE REMOVAL AND TRANSPORTATION LICENSES~~

~~§ 110.080 GREASE TRAP SLUDGE DEFINED.~~

~~—For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~—GREASE TRAP SLUDGE. The solid, lighter-than-water fraction of wastewaters from the handling, processing, preparation, cooking or consumption of food that are discharged to a pretreatment unit or device commonly referred to as a grease trap. The principal components of grease trap sludge are fats, oils and greases.~~

~~(2000 Code, § 5.24.010)~~

~~§ 110.081 MAINTENANCE OF TRAPS REQUIRED; USE OF DISSOLVING AGENTS.~~

~~—(A) Each person who owns or operates a grease trap in accordance with Chapter 52 of this code shall cause collected or trapped fats, oils and grease to be cleaned and removed from the device on a periodic basis and delivered to a facility authorized to use, treat or dispose of the material. The clean-out and removal shall be accomplished on a monthly basis, unless the city, upon receipt of proof from the owner or operator, or on the basis of its own inspection of the grease trap, determines that a less or more frequent maintenance schedule is required to achieve the purposes of this subchapter and to prevent the discharge of fats, oils and grease into the city's sewer system.~~

~~—(B) No person shall introduce, nor allow the introduction of, physical, chemical or biological agents into grease traps for the purpose of resuspending, dissolving, emulsifying or rendering soluble any fats, oils or grease removed from wastewater by the grease traps and reintroducing them into the city's sewer system.~~

~~(2000 Code, § 5.24.020) Penalty, see § 110.999~~

~~§ 110.082 DISCHARGING SLUDGE INTO SEWERS PROHIBITED.~~

~~—No person shall cause or allow the discharge, deposit or disposal of any grease trap sludge into a treatment works or into any sewer owned by the city.~~

~~(2000 Code, § 5.24.030) Penalty, see § 110.999~~

~~Cross-reference:~~

~~—Food and beverage, see Chapter 111~~

~~—Sewer service system, see Chapter 52~~

~~§ 110.083 TRANSPORTATION OR ACCEPTANCE OF SLUDGE; MANIFESTS AND LICENSES REQUIRED.~~

~~—No person shall, within the city, cause or allow the transportation or acceptance of grease trap sludge for rendering, storage, treatment or disposal away from the site where the~~

sludge was generated, unless the sludge is accompanied by a manifest as prescribed in § 110.086, and the transporter of the grease trap sludge has the appropriate licenses, as required by § 110.084.

~~(2000 Code, § 5.24.040) Penalty, see § 110.999~~

~~§ 110.084 LICENSES REQUIRED.~~

~~—(A) No person shall, within the city, remove, transfer or dispose of grease trap sludge without first having obtained a grease trap sludge removal and transportation license and the appropriate individual license for each vehicle transporting the grease trap sludge as set forth in division (B) of this section.~~

~~—(B) Each annual grease trap sludge removal and transportation license shall be issued at a fee of \$200 for persons removing and/or transporting grease trap sludge away from the site where the grease trap sludge was generated within the city.~~

~~—(C) No license shall be issued to any applicant unless he or she is over 21 years of age and a citizen of the United States.~~

~~—(D) No refund shall be paid at any time to any licensee for fees paid for any license required under this subchapter.~~

~~(2000 Code, § 5.24.050) Penalty, see § 110.999~~

~~§ 110.085 APPLICATION FOR LICENSES.~~

~~—(A) Applications for a grease trap sludge removal and transportation license shall be in a form supplied or approved by the city and shall be accompanied by the license fees required pursuant to § 110.084. Applications for licenses under § 110.084 shall be accepted only from the owner of record of the vehicle(s) used to transport the grease trap sludge.~~

~~—(B) An application for a grease trap sludge removal and transportation license hereunder shall be filed, in writing, with the City Clerk, shall be subscribed to and sworn to under oath and shall specify:~~

~~—(1) The name, address and telephone number of the applicant and, if a firm, corporation, association or partnership, the principal officers thereof and their addresses, and, if a corporation, all shareholders of more than 5%, the corporate purpose, the corporate recording numbers and the registered agent;~~

~~—(2) A list of each vehicle to be used in the grease trap sludge removal and transportation operation. The list shall contain, for each vehicle, the name of the vehicle owner and his or her address and phone number, the make of the vehicle, the model of the vehicle, the vehicle identification number for the vehicle, the year of the vehicle, a~~

~~description of any tanks or other equipment which will hold the grease trap sludge, and the location of the facility at which each such vehicle will be garaged;~~

~~—(3) Sufficient proof of insurance and a copy of the registration for each vehicle to be used in the grease trap sludge removal and transportation operation;~~

~~—(4) A copy of the driver's license for each person who will be driving a vehicle in the grease trap sludge removal and transportation operation;~~

~~—(5) A statement as to whether or not any of the above parties has ever been convicted of a felony;~~

~~—(6) A declaration of the facilities to which such grease trap sludge is to be delivered by use, treatment or disposal; and~~

~~—(7) Such other and further information as the city may require.~~

~~—(C) The Chief of Police shall investigate the truthfulness of the statements made in the application and report to the City Administrator or his or her results or findings.~~

~~—(D) The City Administrator shall neither recommend for issuance nor record a grease trap sludge removal and transportation license with the City Clerk if:~~

~~—(1) Any of the parties requesting the grease trap sludge removal and transportation license has been convicted of a felony;~~

~~—(2) A false statement has been made on the application for a license;~~

~~—(3) The applicant is not the owner of record of each of the vehicles to be used in the grease trap sludge removal and transportation operation;~~

~~—(4) No other grease trap sludge removal and transportation licenses are available; and/or~~

~~—(5) There are any items listed on the inspection report that need to be remediated pursuant to § 110.087.~~

~~—(E) No license shall be issued to any person, firm, corporation, association, institution, commercial establishment or business entity if the person, firm, corporation, association, institution, commercial establishment or business entity does not have all the valid waste hauling permits that may be required by the Illinois Environmental Protection Agency and the Illinois Department of Agriculture.~~

~~—(F) (1) The denial of a license shall be in writing, and the City Administrator shall promptly notify the applicant as to the basis of the denial.~~

~~—(2) No denial shall be made on the basis of the applicant's race, creed, color, sex or national origin.~~

~~{2000 Code, § 5.24.060}~~

~~§ 110.086 SLUDGE MANIFESTS.~~

~~—(A) No licensee shall remove, transport or dispose of grease trap sludge in the city without the grease trap sludge being accompanied by a manifest form, which shall be completed as set forth below. The city shall develop and make available the grease trap sludge manifest. The manifest shall contain at a minimum the following information:~~

- ~~—(1) The name of the generator of the sludge;~~
- ~~—(2) The address of the generator of the sludge;~~
- ~~—(3) The telephone number of the generator of the sludge;~~
- ~~—(4) The printed name and legible signature of an authorized representative of the generator of the sludge;~~
- ~~—(5) The street address of the grease trap;~~
- ~~—(6) The volume of sludge removed;~~
- ~~—(7) The date of the sludge removal;~~
- ~~—(8) The name of the transporter of the sludge;~~
- ~~—(9) The street address of the transporter of the sludge;~~
- ~~—(10) The telephone number of the transporter of the sludge;~~
- ~~—(11) Acknowledgment of the receipt of the sludge by the transporter;~~
- ~~—(12) The printed name and legible signature of an authorized representative of the transporter;~~
- ~~—(13) The date of the collection of the sludge;~~
- ~~—(14) The transporter's United States Environmental Protection Agency identification number;~~
- ~~—(15) The transporter's annual grease trap sludge removal and transportation license number;~~
- ~~—(16) The license number for the individual license issued by the city for the vehicle being used to transport the sludge;~~
- ~~—(17) The name of the facility receiving the sludge;~~
- ~~—(18) The street address of the facility receiving the sludge;~~
- ~~—(19) The telephone number of the facility receiving the sludge;~~
- ~~—(20) An acknowledgment of the receipt of the sludge by the facility receiving the sludge;~~

~~—(21) The printed name and legible signature of an authorized representative of the receiving facility;~~

~~—(22) The date of the sludge receipt by the facility receiving the sludge; and~~

~~—(23) The disposal or receiving facility's United States Environmental Protection Agency identification number.~~

~~—(B) The manifest shall be completed by the generator of the grease trap sludge. The generator must retain one copy of the manifest and deliver or mail, by certified mail, one copy to the Department of Public Works for the city within 48 hours of shipment. The other copies of the manifest shall be given to the transporter. Each transporter shall complete applicable sections of the manifest, maintain one copy and provide the facility receiving the sludge with the remainder of the manifest copies. The receiving and management facility shall maintain one copy of the manifest, send one copy to the generator and mail one copy to the Superintendent of Public Works for the city.~~

~~—(C) The grease trap sludge generator, transporter and management facility operator shall each retain a copy of the manifest for no less than two years and shall produce such documents to the city upon request by the city.~~

~~(2000 Code, § 5.24.070) Penalty, see § 110.999~~

~~§ 110.087 INSPECTION OF FACILITIES AND EQUIPMENT.~~

~~—Any person who files an application for a grease trap sludge removal and transportation license, or renewal thereof, agrees to allow the city to inspect the condition of the facility or equipment of any generator, transporter or receiving facility applying for the license to determine if it is suitable for the intended grease trap sludge operation or in need of repair. If the Inspector finds the condition of the facility or equipment to be unsuitable for the intended grease trap sludge removal and transportation operation or in need of repair, the Inspector shall issue a written report of his or her findings and shall send a copy of the report to the applicant. No grease trap sludge removal or operator's license shall be issued to any applicant until all such items listed on the inspection report are remediated.~~

~~(2000 Code, § 5.24.080)~~

~~§ 110.088 EXPIRATION OF LICENSES; RENEWALS.~~

~~—(A) Each grease trap sludge removal and transportation license required by this subchapter shall be terminated on January 1 next following its issuance. No part of a license fee will be refunded if the license is revoked by the City Clerk.~~

~~—(B) Any licensee may retain his or her grease trap sludge removal and transportation license at the expiration thereof, provided that he or she is then qualified to receive a license and the premises and the equipment for which the renewal license is sought are~~

~~suitable for such purpose, and provided, further, that the renewal privilege herein provided shall not be construed as a vested right which shall in any case prevent the Mayor and City Council from decreasing the number of licenses to be issued within its jurisdiction.~~

~~{2000 Code, § 5.24.090}~~

~~§ 110.089 REVOCATION OF LICENSES.~~

~~—(A) Every grease trap sludge removal and operator's license issued under this subchapter is subject to the city's right, which is expressly reserved, to revoke the same should the licensee directly or indirectly permit the removal, transportation, disposal or placement of any grease trap sludge contrary to the provisions of this subchapter, any other city code or ordinance or the laws of the state.~~

~~—(B) The license may be revoked by the City Administrator, after written notice to the licensee, which notice shall specify the ordinance or law violations with which the licensee is charged, if, after a hearing, the licensee is found to be guilty of the violations.~~

~~—(C) Ten days' notice of the hearing shall be given to the licensee.~~

~~—(D) At the hearing, the licensee and his or her attorney may present and submit evidence and witnesses in his or her defense.~~

~~{2000 Code, § 5.24.100}~~

~~§ 110.090 LICENSE TO BE PERSONAL PRIVILEGE; RIGHT TO AMEND OR REPEAL CHAPTER.~~

~~—(A) Any grease trap sludge removal and transportation license shall be purely a personal privilege, good for not to exceed one year after issuance or on January 1 next following its issuance, whichever is first, unless sooner revoked as provided in this subchapter, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. The license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee.~~

~~—(B) Nothing contained in this subchapter shall create any vested or property right in any grease trap sludge removal and transportation license whatsoever, nor shall it limit or restrict the right of the city to, at any time, amend or repeal this subchapter.~~

~~{2000 Code, § 5.24.110}~~

HOUSE MOVERS

§ 110.105 LICENSE REQUIRED; FEE.

No person shall engage in the business of moving houses in the city without first obtaining a license therefor. The annual license fee for a house mover ~~is \$100.~~ shall be as set forth in § 110.007.

(2000 Code, § 5.28.010) Penalty, see § 110.999

§ 110.106 BOND.

Every person licensed under this subchapter shall file with the City Clerk a bond in the amount of \$10,000, with sureties to be approved by the Mayor and Council, conditioned to indemnify the municipality for any loss, damage or expense occasioned by the person or for any act or failure of the licensee to comply with the ordinances of the municipality relating to the business of house moving or moving houses.

(2000 Code, § 5.28.020)

§ 110.107 INSURANCE.

In addition to the bond provided for in § 110.106, no permit shall be issued for moving a building until the mover shows evidence of being covered by a public liability insurance policy in an amount of not less than \$300,000 for personal injury or death and \$100,000 for property damage.

(2000 Code, § 5.28.030)

§ 110.108 PLANKING OF STREETS AND SIDEWALKS.

The pavement of any street, alley or sidewalk on or along which any house is to be moved shall be protected by two-inch planks along the route.

(2000 Code, § 5.28.040)

§ 110.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) (1) Grease trap sludge removal and transportation licenses. Whoever violates any of the provisions of this subchapter shall be fined not less than \$50 nor more than \$750 for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues. In addition to the penalty provided herein, any violation

hereof may result in having the violator's business license subject to suspension or revocation.

(2) Whoever knowingly makes a false statement or representation in any writing required to be prepared under this subchapter shall be fined not less than \$50, nor more than \$750, for each submission.

(2000 Code, § 5.24.120)

CHAPTER 111: FOOD AND BEVERAGE

Section

Food Service Establishments

- 111.01 Purpose and intent
- 111.02 Definitions
- 111.03 License required
- 111.04 License application; design plans; schedule of events
- 111.05 Inspections
- 111.06 Certificate of registration required
- 111.07 Fees
- 111.08 Rules and regulations
- 111.09 License suspension or revocation
- 111.10 Appeals
- 111.11 Toilet or lavatory facilities for seasonal food service establishments

Vending Machines

- 111.25 License required
- 111.26 License application
- 111.27 License fee
- 111.28 Inspections and analyses

Alcoholic Beverage Sales

- 111.40 Definitions
- 111.41 License required
- 111.42 Availability of licenses

- 111.43 Applications for license
- 111.44 State approved BASSET training
- 111.45 Approval, denial of application
- 111.46 License application fees
- 111.47 Issuance of license
- 111.48 Renewals of license
- 111.49 Posting license and warning
- 111.50 License classifications
- 111.51 Number of licenses
- 111.52 Fees; term
- 111.53 Hours of operation
- 111.54 Change of location or in personnel
- 111.55 Transfer of license
- 111.56 Licensing of premises for which a license has been previously revoked
- 111.57 Cessation of business
- 111.58 Local Liquor Control Commissioner
- 111.59 Inspection
- 111.60 Health and safety requirements
- 111.61 Conduct of licenses
- 111.62 Acts of agent or employer
- 111.63 Limitations on sales in general
- 111.64 Misrepresentation of alcoholic beverages
- 111.65 Purchase or possession of alcoholic liquor by underage persons
- 111.66 Suspension or revocation of licenses
- 111.67 Disqualification and suspension of manager—procedures
- 111.68 Other ordinances and laws to apply
- 111.69 City hearings—testimony required
- 111.70 Prohibited sales or promotions

111.71 Appeals

Restaurants

111.90 License and compliance required

111.91 Application for license

111.92 License fee

111.99 Penalty

Cross-reference:

Discharging sludge into sewers prohibited, see § 110.082

VENDING MACHINES

§ 111.25 LICENSE REQUIRED.

No person shall maintain a vending machine in the city without first obtaining a license therefor.

(2000 Code, § 5.64.010) Penalty, see § 111.99

§ 111.26 LICENSE APPLICATION.

An application for a vending machine license shall state the full name of the applicant and the number of machines for which the applicant desires licenses. The application shall be accompanied by evidence that the applicant, if an individual, or the person in charge of a business, if a firm or corporation, is a responsible person of good character and reputation.

(2000 Code, § 5.64.020)

§ 111.27 LICENSE FEE.

The license fee shall be as set forth in § 110.007.

~~The annual fee for a vending machine license shall be as listed, per machine, per establishment:~~

~~(A) Vending machine—pop: \$50;~~

~~(B) Vending machine—candy/snacks: \$50;~~

~~—(C) Vending machine—coffee: \$50; and~~
~~—(D) Vending machine—tobacco: \$100.~~
~~(2000 Code, § 5.64.030)~~

§ 111.28 INSPECTIONS AND ANALYSES.

The Chief of Police and the Health Commissioner are authorized to inspect and examine any food or drink being offered for sale by means of an automatic vending machine for the purpose of ascertaining whether or not the laws of the state and the municipality in relation to sales from such a vending machine are being complied with and that the food or drink is kept fresh, clean and wholesome. Any person operating a vending machine, upon the demand of the Chief or the Health Commissioner, shall furnish to him or her for his or her inspection a sample of the food or drink, which sample may be analyzed by or under the direction of the Chief or the Health Commissioner. A record of the analysis shall be made and kept in the office of the Chief or the Commissioner for the inspection of the public.

(2000 Code, § 5.64.040)

CHAPTER 112: VEHICLES FOR HIRE

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~~LIMOUSINE SERVICES~~

~~§ 112.01 DEFINITIONS.~~

~~—For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~—LICENSEE. A person to whom a limousine license has been issued.~~

~~—LIMOUSINE SERVICE. A service providing or offering to provide transportation in a chauffeur-driven motor vehicle designed to carry eight or fewer passengers, but not including the carrying of passengers over fixed routes, service to or from an airport where regular commercial air passenger service is provided and service in connection with funerals.~~

~~—LIMOUSINE SERVICE LICENSE or LICENSE. A license issued by city for the operation of a limousine service.~~

~~(2000 Code, § 5.34.010)~~

~~§ 112.02 ISSUANCE OF LICENSES; FEES; INVENTORY OF VEHICLES.~~

~~—Limousine service licenses shall be issued by the Business License Commissioner after the applicant has filed an application for the license and has shown that the operation of the limousine service will comply with this subchapter and with all applicable laws and ordinances. Each vehicle shall be submitted to an inspection as provided in § 112.07 prior to the issuance of the initial license. The annual fee for the license shall be payable in~~

~~advance and shall be \$100, plus \$100 for each vehicle used in the business, plus the appropriate square footage fees as set forth in § 110.007. The licensee shall provide to the city a complete list of each vehicle used for limousine service and shall promptly notify the city of any vehicles added or removed from service.~~

~~(2000 Code, § 5.34.020)~~

~~§ 112.03 VEHICLE IDENTIFICATION.~~

~~—The City Clerk shall issue a card or decal for each vehicle covered by a limousine service license, and the card or decal shall be displayed by fastening it inside the vehicle.~~

~~(2000 Code, § 5.34.030)~~

~~§ 112.04 INSURANCE.~~

~~—Before a licensee operates a limousine service within the city, he or she shall secure and maintain in force at all times a liability insurance policy issued by a company authorized to do business in the state, covering each vehicle to be used for limousine service, with limits of not less than \$100,000 for bodily injury to any one person, not less than \$300,000 for bodily injuries to more than one person that are sustained in the same accident, and not less than \$50,000 for property damage resulting from any one accident. A current copy of the insurance policy or a certificate of the insurance shall be filed in the office of the City Clerk.~~

~~(2000 Code, § 5.34.040)~~

~~§ 112.05 NONTRANSFERABILITY OF LICENSES.~~

~~—No limousine service license, nor any rights or privileges thereunder, shall be sold, transferred, leased or assigned.~~

~~(2000 Code, § 5.34.050) Penalty, see § 112.99~~

~~§ 112.06 REVOCATION OF LICENSES.~~

~~—The Business License Commissioner shall revoke a limousine service license from a limousine service for repeated violations of this subchapter and for failure to keep in effect the insurance required by this chapter. No license shall be revoked without 30 days' written notice specifying the reasons for the revocation. Within the 30-day period, the license holder may request a public hearing before the Business License Commissioner to review the basis of the revocation.~~

~~(2000 Code, § 5.34.060)~~

~~§ 112.07 VEHICLE INSPECTIONS.~~

~~—(A) Each vehicle operated under authority of a limousine service license shall be inspected from time to time, and at least annually, by the Police Department, to ensure continued maintenance of safe operating conditions. The Chief of Police shall send notice to all license holders to submit their vehicles for inspection.~~

~~—(B) After receiving notice from the Chief of Police, or his or her designee, the licensee shall be allowed seven days to take the licensed vehicle or vehicles to an inspection station for inspection. The license of all licensed vehicles not inspected within that period will be suspended by direction of the Business Licensing Commissioner.~~

~~—(C) The inspection will include, but not be limited to, the following:~~

~~—(1) Vehicle make, year and identification number;~~

~~—(2) State license number and year;~~

~~—(3) City vehicle license number and year;~~

~~—(4) Vehicle color;~~

~~—(5) Vehicle number;~~

~~—(6) Company name;~~

~~—(7) Service brakes;~~

~~—(8) Emergency brakes;~~

~~—(9) Horn;~~

~~—(10) Rear view mirror;~~

~~—(11) Windshield wipers and washers;~~

~~—(12) Headlights;~~

~~—(13) Tail lights;~~

~~—(14) Stop lights;~~

~~—(15) Turn signals;~~

~~—(16) Speedometer;~~

~~—(17) Taximeter;~~

~~—(18) Rates displayed;~~

~~—(19) Steering;~~

- ~~—(20) Interior condition;~~
- ~~—(21) Exterior condition;~~
- ~~—(22) Windows;~~
- ~~—(23) Tires; and~~
- ~~—(24) Current bond sticker.~~

~~—(D) Any vehicle failing to pass the inspection will be given a period of five working days to allow for repairs. The vehicle cannot be used as a vehicle for hire until repairs have been completed and it passes inspection. If the vehicle does not pass reinspection within the five working day period, the license will be suspended by direction of the Business License Commissioner.~~

~~—(E) The Chief of Police shall prescribe reasonable standards which vehicles must satisfy to pass the inspections required prior to licensing and periodically thereafter, which standards shall be designed to assure that vehicles licensed by the city are mechanically dependable, safe and clean and that they satisfy the requirements of this subchapter.~~

~~{2000 Code, § 5.34.070}~~

~~§ 112.08 INSPECTION STATIONS.~~

~~—(A) The Chief of Police shall designate those facilities which may serve as inspection stations to conduct the vehicle inspections required by this subchapter, which stations may be within or without the city. He or she shall establish procedures for conducting the inspections and minimum standards for vehicle approval. He or she shall supply inspection stations with certified inspection forms, numbered certified vehicle inspection stickers and such other supplies as may be required to perform the duties required by this subchapter and the regulations established hereunder.~~

~~—(B) A list of authorized inspection stations shall be kept by the Chief of Police and shall be given to each vehicle owner, together with the notice that vehicles must be inspected. An owner may use the authorized inspection station of his or her choice.~~

~~—(C) Inspection stations shall charge an inspection fee authorized by the Chief of Police for all vehicle inspections required under this subchapter. There shall be no charge for a reinspection within the five working days allowed for repairs to a vehicle that fails the inspection. The authorized inspection fee shall be charged for reinspections made after the five working day grace period.~~

~~{2000 Code, § 5.34.080}~~

~~§ 112.09 DRIVERS TO BE LICENSED.~~

~~—Each driver shall be licensed as required by state law.~~

~~(2000 Code, § 5.34.090)~~

~~§ 112.10 DAILY MANIFESTS.~~

~~—Each driver of a limousine shall maintain a daily manifest in which shall be recorded, in connection with each trip, the time and place of origin, the destination, the time and place of termination, the amount of the fare, the name of the driver and the identity of the limousine. The manifest form shall be furnished to the driver by the licensee. The licensee shall preserve each daily manifest for a period of four years and shall submit any information contained in the manifest forms at the request of the Police Department or the Director of Public Safety.~~

~~(2000 Code, § 5.34.100)~~

~~§ 112.11 SOLICITATION OF PASSENGERS.~~

~~—No person shall solicit passengers for limousine service at a taxicab stand.~~

~~(2000 Code, § 5.34.110) Penalty, see § 112.99~~

~~§ 112.12 USE FOR CRIMINAL PURPOSES.~~

~~—It is unlawful for a limousine service driver to permit any person to occupy or use a limousine for the purpose of sale and/or transportation of drugs, prostitution, lewdness, indecent conduct or other criminal activity. It is unlawful for a driver to direct, or to offer or agree to direct, any person to any place or person for the purpose of sale of drugs, prostitution, lewdness, indecent conduct or other criminal activity.~~

~~(2000 Code, § 5.34.120) Penalty, see § 112.99~~

~~§ 112.13 PAYMENT FOR SERVICES RENDERED.~~

~~—It is unlawful for a person hiring a limousine service to refuse to pay the fare for such service, and no person shall hire a limousine with intent to defraud the licensee or driver of the value of the service.~~

~~(2000 Code, § 5.34.130) Penalty, see § 112.99~~

TAXICABS

~~§ 112.25 LICENSES REQUIRED.~~

~~—(A) No person shall engage in, conduct, manage or carry on the business of operating a taxicab service in the city without first obtaining a license therefor.~~

~~—(B) In addition to the license required by division (A) of this section, each taxicab used in the business shall bear the license required by §§ 70.20 through 70.24.~~

~~(2000 Code, § 5.56.010) Penalty, see § 112.99~~

~~§ 112.26 LICENSE APPLICATION.~~

~~—(A) Each application for a license to engage in, conduct, manage or carry on the business of operating a taxicab service shall be made in writing to Council and shall set forth:~~

~~—(1) The name and address of the applicant;~~

~~—(2) The number of taxicabs to be used in the business and a complete description of each taxicab;~~

~~—(3) A statement that each taxicab used in the business will be operated by a person who is 21 years of age or older, who is of sound physical condition and who is the holder of a valid and unrevoked state driver's license and chauffeur's license;~~

~~—(4) A statement that each taxicab used in the business will be covered by public liability and property damage insurance in amounts required by this subchapter; and~~

~~—(5) A statement that public convenience and necessity require the taxicab service.~~

~~—(B) Upon receipt of any such application by Council, the Mayor shall appoint a committee to investigate the same, which committee shall report the results of its investigation, together with its recommendations, at the next regular meeting of Council. Council shall thereupon consider the application, together with the report and recommendations of the committee. If Council finds that the public convenience and necessity require the operation of the taxicab service in the city and that each taxicab proposed to be used and sought to be licensed complies with the requirements of this subchapter, it shall, by resolution, direct the Business License Commissioner to issue the license upon payment of the required fee; otherwise, it shall deny the application and notify the applicant thereof.~~

~~(2000 Code, § 5.56.020)~~

~~§ 112.27 LICENSE FEE.~~

~~—The annual fee for the license required by § 112.25(A) is \$100 per vehicle, plus the appropriate square footage fee as set forth in § 110.007.~~

~~(2000 Code, § 5.56.030)~~

~~§ 112.28 USE OF STANDS.~~

~~—No person shall park or stand a vehicle of any kind in a public taxicab or hack stand in the municipality, or otherwise make use of such a stand, unless the owner of the vehicle has obtained a license for that purpose as provided in this subchapter.~~

~~(2000 Code, § 5.56.040) Penalty, see § 112.99~~

~~§ 112.29 AGE OF LICENSEE.~~

~~—No taxicab license shall be issued to any person who is under 21 years of age.~~

~~(2000 Code, § 5.56.050) Penalty, see § 112.99~~

~~§ 112.30 RECORDS.~~

~~—The City Clerk shall keep a register of the names of persons to whom a taxicab license is granted, the date of issuance, the number of the license and the description of the vehicle licensed.~~

~~(2000 Code, § 5.56.060)~~

~~§ 112.31 SUSPENSION AND REVOCATION OF LICENSES; INSPECTIONS BY POLICE CHIEF.~~

~~—(A) The Mayor or the Business License Commissioner may revoke any license issued under this subchapter for a violation of or a failure to comply with any of the provisions of this subchapter, any applicable provision of this business regulation title or any state or city traffic ordinance. In such an event, the fee paid for the unexpired term of the license shall not be refunded.~~

~~—(B) If any taxicab licensed under this subchapter becomes unsafe for the transportation of passengers or unsightly in appearance, the license for the taxicab may be suspended by the Mayor or the Business License Commissioner until the vehicle is put in fit condition for public use. The Chief of Police shall inspect every vehicle licensed under this subchapter a sufficient number of times each year to ensure compliance with this subchapter.~~

~~(2000 Code, § 5.56.070)~~

~~§ 112.32 DISPLAY OF OWNER'S NAME ON VEHICLE.~~

~~—Every vehicle licensed under this subchapter shall bear, on the outside thereof, in a conspicuous place, the name of the owner thereof, in letters not less than two inches high,~~

~~which letters shall be of a color in contrast to the color of the vehicle and shall be properly proportioned and legible.~~

~~(2000 Code, § 5.56.080)~~

~~§ 112.33 HOURS OF OPERATION.~~

~~—Each licensee under this subchapter shall maintain 24-hour service each day of the year and shall meet all trains where reasonably possible. If any such licensee discontinues operation for a period of five days, the Mayor may revoke the license of the licensee.~~

~~(2000 Code, § 5.56.090)~~

~~§ 112.34 DRIVERS.~~

~~—No taxicab shall be driven by or operated by any person who is not of sound physical condition, by any person who is under the influence of intoxicating liquor or drugs, or by any person who is not a holder of a valid and unprovoked state driver's license and chauffeur's license. Any violation of this section, in addition to the penalty provided in § 112.99, shall be grounds for revocation of the license for the vehicle by the Mayor.~~

~~(2000 Code, § 5.56.100) Penalty, see § 10.99~~

~~§ 112.35 INSURANCE.~~

~~—Each licensee under this subchapter shall carry public liability and property damage insurance covering each vehicle operated by it for the sum of at least \$50,000 for property damage, \$100,000 for injury or death of any one person and \$300,000 for injury or death of more than one person in any one accident. The policy shall be deposited with the City Clerk before the issuance of the license required by this subchapter.~~

~~(2000 Code, § 5.56.110)~~

~~§ 112.36 CONDITION OF TAXICABS; REPAIRS.~~

~~—Every taxicab shall be kept, at all times, in good mechanical condition and shall be equipped with all equipment, in good working order, required for motor vehicles by the laws of the state and the ordinances of the city. The Mayor may, at all reasonable times, examine or cause to be examined any vehicle licensed under this subchapter. If the same is found to be in an unsafe condition, the Mayor may require that any defect be remedied. If the defect is not remedied, the Mayor may suspend or revoke the license for the vehicle.~~

~~(2000 Code, § 5.56.120)~~

~~§ 112.37 METERS; RECEIPTS.~~

~~—(A) No taxicab shall be operated unless it is equipped with a meter in good condition to record the amount to be charged on each metered trip, which amount shall be shown in figures visible to the passenger.~~

~~—(B) Upon paying his or her fare, each passenger shall be given a receipt showing the amount so paid and the name of the company or person operating the taxicab, together with the number of the taxicab if the company or person operates more than one taxicab in the city.~~

~~(2000 Code, § 5.56.130) Penalty, see § 112.99~~

~~§ 112.38 RATES OF FARE.~~

~~—(A) The price or rate of fare to be asked or demanded by an operator or owner of a taxicab shall not exceed the maximum set by ordinance or other regulation.~~

~~—(B) The distance to which the rate set forth in division (A) of this section applies shall be determined by the nearest traveled route from the point where the passenger enters the vehicle to the point where the passenger alights therefrom.~~

~~—(C) There shall be affixed on the inside of each vehicle, in a conspicuous place, and in such manner that the name may be easily read by any person riding in the vehicle, a card upon which shall be printed in plain, legible type the rate of fare provided for in this section.~~

~~—(D) Any passenger shall be allowed to have conveyed upon any such vehicle, without charge, his or her ordinary traveling baggage, provided that ordinary hand baggage shall not be construed to mean trunks or sample cases.~~

~~—(E) Upon the request of any passenger, the driver of the vehicle shall give the person requesting the same a receipt for the amount of the fare demanded and paid.~~

~~(2000 Code, § 5.56.140)~~

~~§ 112.39 REFUSAL TO PAY FARE.~~

~~—No passenger shall fail or refuse to pay the lawful fare at the termination of a taxicab trip. All disputes as to fare shall be determined by the officer in charge of the Police Department. Failure to comply with the determination shall subject the offending party to a charge of disorderly conduct.~~

~~(2000 Code, § 5.56.150) Penalty, see § 112.99~~

~~§ 112.40 OVERCHARGING.~~

~~—The owner, driver or operator of any vehicle licensed under this subchapter, who demands and receives a fare in excess of that which is provided for in this subchapter, shall return the excess received and, in addition, shall be subject to the penalty provided in § 112.99 and may have his or her license revoked.~~

~~{2000 Code, § 5.56.160}~~

~~§ 112.41 ADVANCE PAYMENT OF FARES.~~

~~—Every owner, driver or operator of a taxicab may demand, in advance, his or her fare of the person employing him or her or entering his or her vehicle and may refuse to convey any person who does not comply with the demand.~~

~~{2000 Code, § 5.56.170}~~

~~§ 112.42 REFUSAL TO CONVEY PASSENGERS.~~

~~—Except as provided in § 112.41, no owner, driver or operator of a vehicle licensed under this subchapter shall refuse to convey in the municipality any person with or without hand baggage when applied to for that purpose, or, having undertaken to convey the person, shall omit or neglect to do so.~~

~~{2000 Code, § 5.56.180}~~

~~§ 112.43 PARKING ON STREETS.~~

~~—No person in charge of any public taxicab or vehicle carrying passengers for hire shall permit the same, except when receiving or discharging passengers or when instructed by the passenger to do so, to stand on any street, avenue or alley in the municipality for any period longer than five minutes, except as otherwise provided by Council.~~

~~{2000 Code, § 5.56.190} Penalty, see § 112.99~~

~~§ 112.44 SOLICITING BUSINESS AT RAILROAD STATIONS AND ON STREETS.~~

~~—No owner, driver or operator of any vehicle licensed under this subchapter shall solicit, by word, gesture or otherwise, the patronage of any person at any railroad station or upon any public street in the municipality. No such owner, driver or operator shall stand or be upon the platform of any railroad until the expiration of three minutes after the departure of a train, except to assist persons who have indicated a desire to patronize the vehicle in his or her charge.~~

~~(2000 Code, § 5.56.200) Penalty, see § 112.99~~

~~§ 112.45 EXCEPTIONS TO SUBCHAPTER.~~

~~—This subchapter shall not apply to ambulances, passenger buses or vehicles designed for carrying more than seven passengers.~~

~~(2000 Code, § 5.56.210)~~

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~~OUTDOOR ADVERTISERS~~

~~§ 113.45 OUTDOOR ADVERTISER DEFINED.~~

~~—As used in this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~—OUTDOOR ADVERTISER. Any person engaged in the business of placing, posting or painting any sign, advertisement, notice or display in one or more places for the purpose of outdoor advertising so that the resulting display is visible from any street, alley, sidewalk or other public place.~~

~~{2000 Code, § 5.42.010}~~

~~§ 113.46 LICENSE REQUIRED; APPLICATION.~~

~~—(A) No person shall engage in the business of outdoor advertising in the city without first obtaining a license therefor.~~

~~—(B) An application for a license required by division (A) of this section shall be accompanied by a list of all places, including billboards or natural structures, on which it is intended to place signs or advertisements. This list shall be added to from time to time by the licensee as a right to post or place advertisements or signs on additional places as required.~~

~~(2000 Code, § 5.42.020) Penalty, see § 10.99~~

~~§ 113.47 LICENSE FEE.~~

~~—The annual fee for the license required by § 113.46 shall be as set forth in § 110.007(B).~~

~~(2000 Code, § 5.42.030) (Ord. 2006-12-00720, passed 12-12-2006)~~

~~§ 113.48 CONSENT OF OWNER REQUIRED.~~

~~—No person shall post any advertisement on any premises in the city without the consent of the owner of the premises. The consent must be in writing and must be filed with the City Clerk.~~

~~(2000 Code, § 5.42.040) Penalty, see § 10.99~~

~~§ 113.49 DISPOSAL OF REFUSE.~~

~~—No person engaged in outdoor advertising shall permit any refuse resulting from the work to accumulate anywhere in the city, except by placing it in properly established refuse receptacles. No person shall permit any loose or flapping combustible material to hang from or be attached to any billboard, signboard or other place used for display or advertising purposes. All refuse resulting from the operation of the business shall be carefully gathered up and properly disposed of.~~

~~(2000 Code, § 5.42.050) Penalty, see § 10.99~~

~~§ 113.50 WEEDS AND GRASS AT BASE OF BILLBOARDS.~~

~~—Every outdoor advertiser shall keep all grass, weeds and other growths, except trees and ornamental shrubbery, cut down so that the same do not grow to a height greater than eight inches within six feet of any billboard or signboard used by him or her, provided that this obligation shall extend only to property controlled by the advertiser.~~

~~(2000 Code, § 5.42.060)~~

~~§ 113.51 OBSCENE AND UNLAWFUL ADVERTISEMENTS.~~

~~—No person shall post or display any advertisement of an obscene or immoral character, of an unlawful gathering or of an unlawful sale.~~

~~(2000 Code, § 5.42.070) Penalty, see § 10.99~~

~~§ 113.52 DAMAGING SIGNS OR ADVERTISEMENTS.~~

~~—No person shall mutilate or disfigure in any way any lawful sign or advertisement in the city.~~

~~(2000 Code, § 5.42.080) Penalty, see § 10.99~~

~~§ 113.53 POSTING OF NAME OF ADVERTISER.~~

~~—No outdoor advertiser shall carry on his or her business unless the name of the advertiser is attached to, or displayed or printed on, all billboards or signboards used by him or her, or on any notice, placard or advertisement posted by him or her, in such lettering as to be visible from a distance of at least five feet from the notice or advertisement.~~

~~(2000 Code, § 5.42.090) Penalty, see § 10.99~~

~~§ 113.54 COMPLIANCE WITH STATE AND CITY REGULATIONS.~~

~~—Anyone engaged in the business of outdoor advertising shall comply fully with all state laws and city ordinances, rules or regulations concerning the location, construction and the like of signs, advertisements, notices or displays.~~

~~(2000 Code, § 5.42.100)~~

~~§ 113.55 EXCEPTIONS TO SUBCHAPTER.~~

~~—This subchapter shall not be construed to apply to the posting of signs or notices by order of any court or by any public officer in the performance of his or her duties.~~

~~(2000 Code, § 5.42.110)~~

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GENERAL PROVISIONS

~~§ 114.001 DISTURBANCES AND CROWDS.~~

~~—(A) The audience at any amusement, show or theatrical exhibition shall be orderly and quiet at all times. No person attending such an amusement, show or exhibition shall create a disturbance in the audience.~~

~~—(B) No person shall suffer, permit or allow a crowd to witness an amusement, show or exhibition in such a manner or under such conditions as to create a fire hazard or other hazard or risk.~~

~~(2000 Code, § 5.10.080) Penalty, see § 114.999~~

~~§ 114.002 INSPECTIONS.~~

~~—The Chief of Police and the Fire Chief shall see that every amusement, show and exhibition is inspected by a member of the Police Department and a member of the Fire Department to ensure conformity with city and state laws concerning the amusements.~~

~~(2000 Code, § 5.10.090)~~

~~§ 114.003 RIOTS.~~

~~—No person shall present any public amusement or show of any kind which tends to or is calculated to cause or promote any riot or disturbance.~~

~~(2000 Code, § 5.10.100) Penalty, see § 114.999~~

~~§ 114.004 SMOKING IN ASSEMBLY HALLS PROHIBITED.~~

~~—(A) No person shall smoke or carry a lighted cigar, cigarette or pipe on or beneath the stage or in a dressing room of any building used as an assembly hall, with seating accommodations for 100 persons or more, in which exhibitions, shows, amusements, lectures or other entertainment is offered, presented, operated or given.~~

~~—(B) The owner of the premises or the occupant in charge thereof shall provide and place printed signs on which the words “No Smoking” appear in letters at least four inches high, in conspicuous places on the premises. At least two signs shall be upon the stage or in the wings thereof and one shall be in each dressing room.~~

~~(2000 Code, § 5.10.110) Penalty, see § 114.999~~

~~§ 114.005 LIGHTED EXIT SIGNS.~~

~~—The owner or occupant in charge of any building used as an assembly hall, with accommodations for 100 persons or more, in which exhibitions, shows, amusements, lectures and other entertainment is offered, presented, operated or given, shall provide a sign on which the word “EXIT” appears in letters at least six inches high and place the same over every door or other opening from the hall to every means of egress therefrom. He or she shall also provide a light with a red globe and place the same over the sign, which light shall be kept burning during the entire period that the hall is open to the public and until the audience has left the hall.~~

~~(2000 Code, § 5.10.120)~~

~~§ 114.006 MINI-THEATERS PROHIBITED.~~

~~—(A) For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~—MINI-THEATERS. Any place, building or portion of a building to which the public is admitted where one or more coin-operated, paper currency-operated, slug-operated or token-operated (or otherwise operated by any means of payment) electrically, electronically or mechanically controlled still or motion picture machines, projectors or video display devices are maintained to show still or motion pictures or other video display materials to five or fewer persons per machine or projector at any one time and are located in a booth, cubicle or stall.~~

~~—(B) No person shall own, operate or maintain a mini-theater in the city.~~

~~(2000 Code, § 5.10.130) Penalty, see § 114.999~~

~~§ 114.007 BILLIARD AND POOL HALLS.~~

~~—(A) Fee. The annual license fee for a billiard and pool hall shall be as set forth in § 110.007.~~

~~—(B) Minors. Minors under the age of 16 years shall, under no circumstances, frequent, loiter about or remain in any hall licensed hereunder at any time, unless they are upon some lawful errand at the direction of, or with the consent and knowledge of, the parent,~~

~~guardian or other person having lawful custody of the minor. No proprietor of any hall so licensed shall allow or permit any such minor to frequent, loiter about or remain in the hall in violation of this section.~~

~~(2000 Code, § 5.10.010) Penalty, see § 114.999~~

~~§ 114.008 BOWLING ALLEYS.~~

~~—(A) Fee. The annual license fee for a bowling alley shall be as set forth in § 110.007(B).~~

~~—(B) Minors. Minors under the age of 16 years shall, under no circumstances, frequent, loiter about or remain in any establishment licensed hereunder at any time, unless they are upon some lawful errand at the direction of the person having lawful custody of such minor. No proprietor of any establishment so licensed shall allow or permit any such minor to frequent, loiter about or remain in the hall in violation of this section. However, minors belonging to bowling leagues or attending special bowling parties are permitted in such establishments if they are accompanied by a parent or guardian, and minors over the age of 16 years may be employed in the establishments if the person operating or conducting the same has first obtained the written consent of the parent, guardian or other person having lawful custody of the minor.~~

~~(2000 Code, § 5.10.020) (Ord. 2006-12-00720, passed 12-12-2006) Penalty, see § 114.999~~

~~§ 114.009 CARNIVALS, PARKS, MENAGERIES AND EXHIBITIONS.~~

~~—The annual license fees for carnivals, parks, menageries and exhibitions shall be as follows:~~

~~—(A) Parks where amusement rides are operated during the summer season: \$15 per season for the first ride and \$5 for each additional ride;~~

~~—(B) Carnivals: \$15 per day, plus \$5 per day for each side show and concession connected therewith;~~

~~—(C) Menageries: \$15 per day;~~

~~—(D) Exhibitions: \$15 per day; and~~

~~—(E) Other amusements not specifically licensed: \$15 per day.~~

~~(2000 Code, § 5.10.030)~~

~~§ 114.010 CIRCUSES.~~

~~(A) It is unlawful for any person to have a circus on their property without obtaining a license and Special Event Permit.~~

(B) The license fee shall be as set forth in § 110.007.

~~—(A) Fees. The fee for a circus license shall be \$200 for each day during which the circus is conducted or open to the public. There shall be an additional license fee for each side show and concession operated in connection with a circus in the amount of \$15 per day.~~

~~—(B) Inspections. The Chief of Police and the Fire Chief shall see that inspections are made of all circus performances and of the premises used.~~

~~—(C) Parades. No person shall conduct or exhibit any parade connected with a circus in or on any public street, alley or other public way or place in the municipality, unless a permit therefor is first obtained from the Chief of Police. The permit shall specify the route to be followed and shall be accompanied by a bond in the sum of \$10,000, conditioned to indemnify the municipality for any loss, damage or liability incurred or caused by the conduct or exhibition of the parade.~~

~~(2000 Code, § 5.10.040) Penalty, see § 114.999~~

§ 114.011 ~~COIN-OPERATED~~ AMUSEMENT DEVICES AND VIDEO GAMING TERMINALS.

(A) Definition. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~COIN-OPERATED~~ AMUSEMENT DEVICE. Any device which, upon the **payment insertion of a coin, slug, token or disk**, may be operated by the public as a game, entertainment or amusement. It includes, but is not limited to, such devices as pinball machines, skill ball machines and electronic games using a video screen and electrical impulses. It includes any other type of mechanical game the object of which is to secure a particular score or high score by the use of balls, spheres, springs, trigger devices or electrical impulses.

VIDEO GAMING TERMINAL. Any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only (ILCS Ch. 230, Act 40, § 5).

(B) Number of devices. ~~There shall not be a prohibition as to the maximum number of coin-operated amusement devices that business establishments may operate, permit to be operated, keep or maintain.~~ The maximum number of video gaming terminals which may be operated by an establishment licensed by the Illinois Gaming Board is authorized from time to time per Illinois statute. (ILCS Ch. 230, Act 40, § 25(e)).

(C) Licensing generally.

(1) No business establishment which is authorized by this section to do so shall operate, permit to be operated, keep or maintain any **coin-operated** amusement device or video gaming terminal device in the city without first having obtained the appropriate

device license and liquor license authorizing the service of liquor and video gaming under Chapter 111 of this code.

(2) Any person may apply for a coin-operated amusement device license with the City Clerk or his or her designated representative. A device license for video gaming terminals must be applied for by the owner of the establishment so designated and licensed by the Illinois Gaming Board allowing such establishment to operate video gaming terminals.

(3) Applications shall be made on forms provided by the city, which shall require:

(a) The name and address of the person making the application;

(b) The names and addresses of all directors, officers and shareholders of the applicant, if applicable;

(c) The name and address of the business establishment where the device is to be used;

(d) A general description of the proposed device;

(e) A list of all felony and misdemeanor arrests of and charges against the applicant and its directors, officers, shareholders or administrators in the last five years, and the nature of the arrest or charge;

(f) The number of other ~~coin-operated~~ amusement devices and/or-video gaming terminals proposed for the same address;

(g) The name and address of the owner of the ~~coin-operated~~ amusement devices and/or video gaming terminals; and

(h) Any other information the City Clerk deems necessary to process the application.

(4) The City Clerk shall evaluate each application for an amusement device license and/or video gaming terminal license within 30 days of the date the application is filed. At the end of that time, the Clerk shall either issue the appropriate device license or give a brief written statement of the reasons for rejecting the application for non-compliance with the provisions of this code, this chapter or the Illinois Gaming Act. An application shall be denied only for good cause.

(5) Each ~~coin-operated~~ amusement device and video gaming terminal license shall be effective for a period of one year (from January 1 to December 31), at which time the license shall expire. A new application must be filed prior to the expiration of the license, pursuant to the provisions of this section.

(6) The appropriate device license must be issued prior to the date the applicant installs any device for use. If the device is already on the premises and is already licensed under this title, the appropriate device license shall be obtained pursuant to this section prior to the time the existing license expires. If the device is already on the premises and is unlicensed, a license must be obtained within 60 days of the effective date of the ordinance codified in this section (Ordinance 1402, passed July 23, 1985).

(7) The license can be suspended for a ten day period for violations of the restrictions set forth in division (E) of this section. Any licensee hereunder who is found to be unqualified to hold a license due to a failure to comply with any of the restrictions, or who continually violates any of the provisions of this section, or whose license has been suspended for cause, as provided above, two or more times, shall be subjected to having his or her license revoked by the City Clerk. Upon the occurrence of any of the above, the clerk or his or her designated agent shall cause a notice to be sent to the licensee for a hearing to determine cause as to whether the license should be revoked. The hearing shall be held within ten days, but no sooner than three days, from the receipt of the notice. The notice shall set forth the nature of the hearing and shall contain such information as is necessary to reasonably inform the licensee of those violations for which he or she is charged, and shall further set forth the time, date and location of the hearing. The licensee will be given an opportunity to present testimony and evidence in his or her own behalf as he or she deems necessary. Upon the completion of the hearing, the Clerk shall determine whether sufficient cause has been shown which would require the revocation of the license and shall, within five days from the date of the hearing, inform the licensee, in writing, if the determination results in a revocation.

(8) The license shall be affixed to a prominent place on the device.

(9) A ~~coin-operated~~ amusement device and/or video gaming terminal device may only be used at the address set forth in the license. Licenses are not transferable.

(10) Each ~~coin-operated~~ amusement device shall have affixed to it a current City of Oak Forest municipal ~~coin-operated~~ amusement device decal with an assigned number. Each video gaming terminal device shall have affixed to it a current City of Oak Forest video gaming terminal license decal with an assigned number.

(D) ~~The license fee shall be as set forth in § 110.007.~~

~~Fee schedule.~~

~~(1) The annual fee shall be as listed, per amusement device, per year:~~

~~—(a) Jukebox: \$100;~~

~~—(b) Dart/video: \$100; and~~

~~—(c) Electronic poker, "21," dice or other games of chance: \$500;~~

~~—(d) Video gaming terminal as defined in ILCS Ch. 230, Act 40, § 5: \$500 (video gaming terminal license fees shall be prorated on a quarterly basis when applicable.)~~

~~(2) The transfer fee shall be \$4 per machine, per transfer.~~

(E) Operating restrictions. The following operating restrictions shall apply to all ~~coin-operated~~ amusement and/or video gaming terminals devices located within the city.

(1) Awards for skill or for obtaining a particular score must be posted on the device.

(2) ~~Any person under the age of 14 years who is operating any coin-operated amusement device must be accompanied by an adult.~~ Any person under the age of 21 years may not operate a video gaming terminal device.

(3) Video gaming terminals in a licensed establishment, licensed fraternal establishment, or licensed veterans establishment must be located in an area that is restricted to persons over 21 years of age, and the entrance to the area must be within the view of one employee of the establishment who is over 21 years of age (ILCS Ch. 230, Act 40, § 58).

(4) Devices are not to be placed or operated outside the business premises, including, but not limited to, malls, hallways, parking areas or in any required exit path.

(F) Video gaming. Operation of video gaming terminals is pursuant to the Illinois Video Gaming Act (ILCS Ch. 230, Act 40) and Chapter 111 of this code.

(Ord. 2012-10-04050, passed 10-23-2012; Am. Ord. 2016-08-06160, passed 9-13-2016) Penalty, see § 114.999

~~§ 114.012 MOVIE HOUSES AND THEATERS.~~

~~—The annual license fee for movie houses and theaters shall be as set forth in § 110.007.
{2000 Code, § 5.10.060}~~

~~§ 114.013 SHOOTING GALLERIES.~~

~~—(A) Fee. The annual license fee for a shooting gallery shall be as set forth in § 110.007.
—(B) Safety. Targets shall be placed before a backstop of steel, sufficiently thick to prevent any bullet from piercing it and so arranged that there will be no danger from ricocheting bullets or deflected pieces of a bullet.
{2000 Code, § 5.10.070}~~

~~YOUNG ADULT ENTERTAINMENT FACILITIES~~

~~§ 114.070 DEFINITIONS.~~

~~—For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
—CITY. The City of Oak Forest.
—LIGHT FOOD SERVICE. The ability to store, prepare, sell, and service hot and cold sandwiches, snacks, and similar food items and is separately licensed by the city as a food service establishment.
—PERSON. One or more natural PERSONS, corporations, partnerships, associations or other entities capable of having an action of law brought against the entity.~~

~~—PREMISES. Any place where a young adult entertainment facility is operated or maintained, including, but not limited to, all hallways, bathrooms, parking areas and any other portions of the area which is accessible to the public during operating hours.~~

~~—SPECIAL EVENT. An activity at a young adult entertainment facility which is marketed to patrons or prospective patrons as being of a temporary or non-routine nature.~~

~~—YOUNG ADULT ENTERTAINMENT FACILITY.~~

~~—(1) Commercial facilities which are open to the public, the primary function of which is to offer, provide, procure, make available, allow, suffer or permit entertainment to patrons between the ages of 18 and 30 years an opportunity to engage in social activities such as dancing, or the enjoyment of live or prerecorded music, or the enjoyment of entertainment provided by dancers or other performers. A YOUNG ADULT ENTERTAINMENT FACILITY shall provide light food service and beverages (excluding alcoholic beverages) to its patrons from the time of opening until 11:00 p.m.~~

~~—(2) The term YOUNG ADULT ENTERTAINMENT FACILITY does not include the following: premises which serve alcoholic beverages as defined by state and local laws; theaters which the patrons sit in parallel rows of fixed seats; full service restaurants where the only entertainment consists of background music which is incidental to the primary function of serving food; outdoor performances, a banquet party or celebration conducted for invited guests which is not open to the public; dances or events sponsored and operated by a governmental entity, an educational institution, or a nonprofit or charitable group duly licensed with the state and having a five-year operational history in the city.~~

~~(2000 Code, § 5.68.010)~~

~~§ 114.071 YOUNG ADULT ENTERTAINMENT FACILITY LICENSE REQUIRED.~~

~~—(A) It is unlawful for any person to own, operate, manage, or maintain a young adult entertainment facility in the city without first obtaining a young adult entertainment facility license from the city. The license fee shall be based on the permitted occupancy of the young adult entertainment facility as follows:~~

~~—(1) For occupancy up to 100: \$1,000;~~

~~—(2) For occupancy from 101 to 200: \$5,000;~~

~~—(3) For occupancy from 201 to 300: \$10,000; and~~

~~—(4) For occupancy from 301 to 600: \$20,000.~~

~~—(B) Those establishments holding a license for occupancy to 600 may after operating for a minimum of three months apply for an increased occupancy of up to 200 patrons without the payment of any additional licensing fee. The additional occupancy shall be permitted if the establishment otherwise complies with other ordinances and codes of the city and~~

~~there has been no previous revocation or suspension of the licensee's license within the preceding three months.~~

~~—(C) Those establishments holding a license for occupancy of up to 600 people who have received an increase of occupancy of up to 200 patrons may, following a period of three months after the licensee who had occupancy for up to 800 patrons has operated at such level, receive an additional increase of occupancy by applying for an increase of occupancy of up to 200 more patrons without paying any additional fee. The additional occupancy shall be permitted if the establishment otherwise complies with other ordinances and codes of the city and there has been no previous revocation or suspension of the licensee's license within the preceding six months. No further occupancy increases shall be permitted.~~

~~—(D) All young adult entertainment facilities shall have an occupancy limit established by the applicable fire or city codes. For the purpose of this division, licensed premises shall not include kitchen area, storage areas, hallways, or any area used by the licensee and/or his or her employees and not open to the licensee's patrons.~~

~~—(E) A license shall be effective from the date of its issue until December 31 of each year.
(2000 Code, § 5.68.020)~~

~~§ 114.072 LICENSE APPLICATION PROCEDURES.~~

~~—(A) An application for a license shall be made in writing to the City Clerk upon forms provided, and shall include the following:~~

~~—(1) The name, birth date, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof, and in the case of a corporation, the date of incorporation (in the case of a foreign corporation, the state where it was incorporated and the date of its becoming qualified under the Illinois Business Corporation Act to transact business in the state of Illinois), and the objects for which it was organized. The names, dates of birth and addresses of any partner, any officer and any director, and if a majority in interest of the stock of a corporation is owned by one person or his or her nominees, the name, date of birth and address of the person;~~

~~—(2) The location of the young adult entertainment facility;~~

~~—(3) A complete statement of all convictions of the applicant as provided in this section. If the applicant is a corporation, the statement shall include applicant's officers and directors thereof, and any stockholder or stockholders owning in the aggregate more than 20% of the stock of the corporation. If the applicant is a partnership, the statement shall include all general partners, and any limited partner owning more than 20% of the aggregate limited partner interest in the partnership. The listing shall include the following:~~

~~—(a) Any offense involving sexual misconduct with children or other sex offenses as defined in Article 11 of the Illinois Criminal Code Sex Offenses (ILCS Ch. 720, Act 5, §§ 11-6 et seq.) and as amended;~~

~~—(b) A felony based upon conduct or involvement in the business or activity or related or similar business or activity, within the past ten years;~~

~~—(c) A felony unrelated to conduct or involvement in the business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape, within the past five years; or~~

~~—(d) A misdemeanor or licensing ordinance violation, based upon conduct or involvement in the business or activity or related or similar business or activity, within the past two years.~~

~~—(4) A description of the proposed young adult entertainment facility, including the anticipated age and number of patrons, hours of operation and all activities and business conducted at the same location, and the physical facilities to be used;~~

~~—(5) A written statement setting forth all measures proposed to ensure that adequate traffic control, crowd protection and security, both inside and outside the licensed premises, will be maintained, and that the ages of the patrons admitted to the young adult entertainment facility will be monitored;~~

~~—(6) A statement of whether the business will be conducted by a manager. In such case the manager's name, address, telephone number and age shall be provided, along with a statement of any convictions as set forth under division (A)(3) of this section;~~

~~—(7) A statement whether the applicant has made similar application for a similar other license at a location other than described in this application and the disposition of the application;~~

~~—(8) The license fee as provided in § 114.071;~~

~~—(9) A site plan for the licensed premises, including a floor plan showing all entrances, exits and public areas;~~

~~—(10) The operation and training manuals to be used for the establishment, setting forth procedures for complying with this subchapter, including, but not limited to security and age verification; and~~

~~—(11) A certificate of insurance evidencing that the applicant has secured commercial general liability insurance issued by one or more companies authorized to do business in the state of Illinois providing the following minimum coverage:~~

~~—(a) \$1,000,000 per person, per occurrence; and~~

~~—(b) \$1,000,000 annual aggregate.~~

~~—(B) In the event the applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, the applicant shall immediately notify the city and provide appropriate corrections. Failure to accurately and~~

~~completely provide, or as necessary update, required information may delay the processing of the application or result in its denial.~~

~~—(C) In addition to the requirements of divisions (A) and (B) of this section, the applicant and, if applicable, the manager, shall submit their fingerprints to be used in completing the investigation. Applicants are required to present themselves for fingerprints to be taken by the Police Department as provided by the Chief of Police. If the applicant is a corporation, fingerprints shall be required of applicant's officers, directors, and any stockholder or stockholders owning in the aggregate more than 20% of the stock of the corporation. If the applicant is a partnership, fingerprints shall be required of all general partners, and any limited partner owning more than 20% of the aggregate limited partner interest in the partnership. The applicant shall pay the fingerprint fee for each person required to submit fingerprints. Provided, in the case of a renewal application, fingerprints and the fingerprint fee shall not be required from a renewal applicant whose fingerprints are on file, unless the Chief of Police determines that there may be reason to believe that the renewal applicant may have unreported convictions.~~

~~(2000 Code, § 5.68.030)~~

~~§ 114.073 PROCEDURES FOR ISSUANCE OR DENIAL OF LICENSE.~~

~~—After receiving a complete application for a young adult entertainment facility license, the city shall initiate the following procedures:~~

~~—(A) The City Clerk shall forward copies of the application to appropriate city officials for their comments regarding compliance with regulations under their jurisdiction. The City Clerk shall consider all materials and comments submitted and issue or deny the license within 30 working days after the date on which a completed application was filed unless the applicant agrees to an extension of the time period in writing. In the event that the City Clerk fails to act upon any application within the time period set forth herein, the inaction shall be deemed a denial of the application.~~

~~—(B) The issuance or renewal of a young adult entertainment facility license shall be denied by the City Clerk for any one or more of the following reasons:~~

~~—(1) The applicant has been convicted of one or more of the following offenses:~~

~~—(a) Any offense involving sexual misconduct with children or other sex offenses as defined in ILCS Ch. 720, Act 5, § 11-6 et seq. "Sex Offenses" Code of 1961, as amended;~~

~~—(b) A felony based upon conduct or involvement in the business or activity or related or similar business or activity, within the past ten years;~~

~~—(c) A felony unrelated to conduct or involvement in the business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape, within the past five years; or~~

~~—(d) A misdemeanor or licensing ordinance violation, based upon conduct or involvement in the business or activity or related or similar business or activity, within the past two years.~~

~~—(2) The applicant whose license issued under this subchapter has been revoked for cause;~~

~~—(3) The applicant who at the time of application for renewal of any license issued under this subchapter would not be eligible for the license upon a first application;~~

~~—(4) The applicant is under the age of 18 years;~~

~~—(5) Where grounds for revocation of the license exists;~~

~~—(6) If the applicant is a partnership and any general partner, or any limited partner of owning more than 20% of the aggregate limited partner interest in the partnership, would not be eligible to receive a license under this chapter;~~

~~—(7) If the applicant is a corporation and any officer or director, or any stockholder or stockholders owning in the aggregate more than 20% of the stock of such corporation, would not be eligible to receive a license under this chapter;~~

~~—(8) If the applicant is a corporation unless it is incorporated in Illinois or unless it is a foreign corporation which is qualified under the Business Corporation Act of 1983 to transact business in Illinois;~~

~~—(9) If the business of the young adult entertainment facility is to be conducted by a manager unless the manager possesses the same qualifications required by the licensee;~~

~~—(10) If the applicant is not a beneficial owner of the business to be operated by the licensee;~~

~~—(11) If the premises do not comply with all applicable city ordinances and state laws;~~

~~—(12) If the application is incomplete or if it contains any material misrepresentation; and~~

~~—(13) If the application does not show adequate measures for the protection of persons or property, security, both inside and outside the premises, and the monitoring of the ages of patrons admitted to the young adult entertainment facility.~~

~~—(C) If the City Clerk denies a license, written notice of the denial stating the reasons why shall be sent to the applicant within five working days after the denial. The applicant shall have a period of ten working days after the date of license denial to appeal to the City Council. The appeal shall be in writing and shall be scheduled for hearing within 14 days of the receipt of the appeal for a regular meeting occurring not more than 30 days after receipt of the notice and after at least five days notification of the hearing date to the appellant.~~

{2000 Code, § 5.68.040}

~~§ 114.074 OPERATING RULES AND REGULATIONS.~~

- ~~—(A) It is unlawful for any person under the age of 18 years to enter or remain on the premises of a young adult entertainment facility unless accompanied by a parent or guardian.~~
- ~~—(B) It is unlawful for any person 30 years of age or older to enter or remain on the premises of a young adult entertainment facility except for bona fide employees or independent contractors hired by the licensee to work in the young adult entertainment facility, a parent or guardian of a person under 21 years of age present in the young adult entertainment facility or a governmental employee in the performance of his or her duties.~~
- ~~—(C) It is unlawful for any person to falsely represent their age for the purpose of gaining admission to a young adult entertainment facility.~~
- ~~—(D) The licensee shall require each person admitted or seeking to be admitted to display to a supervisory security person of the young adult entertainment facility an identification card showing the photo and age of the person seeking admission. In addition all patrons shall be required to pass through a metal detection device or pass a scanning by a metal detection wand.~~
- ~~—(E) It is unlawful to knowingly permit a person to enter or remain in a young adult entertainment facility who is under the age of 18 years, or 30 years of age or older unless the person is a bona fide employee or independent contractor hired by the licensee to work in the young adult entertainment facility or a governmental employee in the performance of his or her duties.~~
- ~~—(F) A patron once admitted to the young adult entertainment facility on the premises shall not be permitted to exit and re-enter the premises sooner than the following business day.~~
- ~~—(G) In the event of an emergency, health or safety condition occurring anywhere on the licensed premises, including the parking lot, the licensee and its employees and/or agents shall immediately contact the Fire Department or Police Department, as appropriate to the incident, and request assistance.~~
- ~~—(H) It shall be the obligation of the licensee to employ two off-duty Oak Forest police officers who shall be present on the premises during all operating hours to maintain peace and order and to ensure compliance with all applicable laws of the state and of the city. The licensee shall pay to the city the wages and benefit costs associated with providing to the licensee the two police officers. The licensee shall also employ qualified security personnel who shall have been trained in crowd control, drug awareness, and gang awareness. The names, addresses and birth dates of all the security personnel must be on file with the Chief of Police at least 48 hours before their employment.~~
- ~~—(I) Each licensee shall provide at least one supervising security person to monitor and verify ages of those persons seeking to gain admittance to the licensed premises.~~

~~—(J) The licensee and its agents shall not permit or allow alcoholic beverages or controlled substances to be consumed or be present on any young adult entertainment facility premises and shall not allow or permit tobacco to be used or sold in any young adult entertainment facility. The presence of any prohibited item upon the licensed premises shall be deemed a violation of this provision.~~

~~—(K) It shall be the obligation of the licensee to refuse admittance and to remove from the young adult entertainment facility any person who is, or appears to be, under the influence of, or affected by the use of, alcohol or drugs, or whose conduct poses a physical danger to the safety of others present. It shall be the obligation of the licensee to refuse admittance and to remove from a young adult entertainment facility any person under the age of 18 years who possesses tobacco.~~

~~—(L) It shall be the obligation of the licensee to provide proper and adequate illumination of all portions of the premises which are available for public use. The illumination shall be not less than 1.3 footcandle at floor level at all times when the premises are open to the public or when any member of the public is permitted to enter and remain on the premises. All off-street parking areas within 100 feet of any entrance shall be illuminated during all hours of operation after sunset with a lighting system designed to provide a minimum maintained horizontal illumination of greater than one footcandle of light on the parking surface and/or walkway.~~

~~—(M) It shall be the obligation of the licensee to prevent loitering, the creation of public nuisances or disturbances of the peace by any patrons of the young adult entertainment facility on the premises or in the immediate vicinity. "Loitering" shall not include walking between the premises and a patron's vehicle, nor shall it include the act of waiting in line to gain admission to the premises.~~

~~—(N) It shall be the obligation of the licensee to clean up all litter resulting from its operations. The cleanup shall occur within two hours after the end of each day's operation.~~

~~—(O) (1) It is unlawful for a licensee to permit:~~

~~—(a) A greater number of patrons into the premises at any time than the permitted occupancy; or~~

~~—(b) Any greater number of patrons to remain upon the premises than the permitted occupancy.~~

~~—(2) All young adult entertainment facilities shall provide seating for not less than 30% of the maximum permitted occupancy.~~

~~—(P) No licensee, his or her agent or employee shall allow or permit any person to perform acts of or acts which simulate:~~

~~—(1) Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;~~

~~—(2) The actual or simulated touching, caressing or fondling of the breast, buttocks, anus or genitals;~~

- ~~—(3) The actual or simulated displaying of the pubic hair, anus, vulva or genitals;~~
- ~~—(4) The actual or simulated displaying of the breast so as to expose the nipple of the female breast; or~~
- ~~—(5) The displaying of films or pictures depicting acts, a live performance of which is prohibited by this division.~~
- ~~—(Q) No licensee, his or her agent or employee shall allow or permit any person to remain in or upon the licensed premises who exposes in public view any portion of his or her genitals or anus.~~
- ~~—(R) Each licensee shall provide at least one public telephone for outgoing calls only for each 125 patrons (based upon the maximum occupancy of the premises). No licensee shall permit sound or vibration exceeding 90 decibels measured with a standard meter “A” scale within two feet of any public telephone receiver or audible at such level on the outside of any exterior wall of the premises located more than ten feet from a doorway of the licensed premises. No public telephone shall be provided on the premises for incoming calls.~~
- ~~—(S) The licensee shall deliver to the Chief of Police, no later than 72 hours before any scheduled special event occurring at a licensed premises, true and accurate copies of any and all advertisements of whatever nature therefor used to advertise or promote the event. The licensee shall also include prior to any such advertised event:~~
 - ~~—(1) The number of employees and/or performers to be used for the event;~~
 - ~~—(2) Designation of the individual who will be available prior to and during the event and who shall have authority to accept complaints, notice of violations, or take corrective action as required by proper officials of the city;~~
 - ~~—(3) A security plan with an acknowledgment that any changes to the security plan must be submitted to the Chief of Police in writing one business day before the event, and the security plan must be followed without any changes unless the change has been submitted to the Chief of Police in writing and he or she has approved it prior to the event being opened;~~
 - ~~—(4) Security personnel shall be required for the maximum capacity of the event as determined by the maximum occupancy of the premises under the city’s ordinance unless attendance is limited to a lesser number;~~
 - ~~—(5) Inspections may be conducted by the city to ensure compliance with its codes and ordinances;~~
 - ~~—(6) No members of the general public shall be allowed admittance prior to the opening of the event;~~
 - ~~—(7) Only one such event per evening shall be allowed;~~
 - ~~—(8) Automatic counters are required to be used prior to entry into the licensed premises to determine occupancy of the premises; and~~

~~—(9) Tickets may be sold before the event with the number of tickets sold limited to the occupancy limit of the premises for patrons, and after all the tickets have been sold, the licensee shall post a sign stating that the event is “Sold Out”.~~

~~—(T) The hours of operation of a young adult entertainment facility are as follows:~~

~~—(1) Sunday through Thursday, 10:00 a.m. to 12:00 a.m.;~~

~~—(2) Friday and Saturday, 10:00 a.m. to 1:00 a.m.; and~~

~~—(3) New Year’s Eve, 10:00 a.m. to 2:00 a.m. the following day.~~

~~—(U) All employees and independent contractors hired by the licensee to work in the young adult entertainment facility who will be present on the premises during hours of operation shall submit to criminal background checks. No person shall be permitted to be employed who has been convicted of a felony violation of any section of the following sections of ILCS Ch. 720, Act 5, Title III:~~

~~—(1) Article 8 Solicitation, Conspiracy and Attempt;~~

~~—(2) Article 9 Homicide;~~

~~—(3) Article 10 Kidnapping and Related Offenses;~~

~~—(4) Article 11 Sex Offenses;~~

~~—(5) Article 12 Bodily Harm;~~

~~—(6) Article 18 Robbery;~~

~~—(7) Article 19 Burglary;~~

~~—(8) Article 33A Armed Violence; and~~

~~—(9) Article 33D Contributing to the Criminal Delinquency of a Juvenile of the Illinois Criminal Code of 1961, as amended; or any section of the Illinois Controlled Substances Act, as amended.~~

~~(2000 Code, § 5.68.050) Penalty, see § 114.999~~

~~§ 114.075 ACCESS BY POLICE OFFICERS.~~

~~—All police officers of the city shall be permitted access to all young adult entertainment facilities for the purpose of inspection and to enforce compliance with the provisions of this subchapter at all times that the premises are open to the patrons.~~

~~(2000 Code, § 5.68.060)~~

~~§ 114.076 SUSPENSION OR REVOCATION OF LICENSES.~~

~~—(A) The Mayor may, at any time, suspend a young adult entertainment facility license whenever the licensee, or any manager, officer, director, agent or employee of the licensee has caused, permitted or knowingly done any of the following:~~

~~—(1) Failed to keep the building structure or equipment of the licensed premises in compliance with the applicable health, building, fire or safety laws, regulations or ordinances in a way which relates to or affects public health or safety on the young adult entertainment facility premises; and/or~~

~~—(2) Failed to comply with the provisions of young adult entertainment facilities specified in this chapter.~~

~~—(B) The suspension shall remain in effect until the conditions causing the suspension are cured and reasonable measures are taken to ensure that the same will not reoccur as determined by the Mayor.~~

~~—(C) The Mayor may, at any time, revoke or suspend a young adult entertainment facility license on any one or more of the following grounds:~~

~~—(1) Whenever the city learns that the licensees made a material false statement or representation or failed to disclose any material information to the city, in connection with any application for the young adult entertainment facility license or any license renewal;~~

~~—(2) Whenever the licensee or any manager, officer, director, agent or employee of the licensee fails within a reasonable time to cure a condition that cause a license suspension;~~

~~—(3) Whenever the licensee or any manager, officer, director, agent or employee of the licensee knowingly permits conduct on the licensed premises that violates any federal, state or village criminal or penal statute, law or ordinance;~~

~~—(4) Whenever the operation of the young adult entertainment facility becomes the proximate cause of a significant increase in criminal activity on the premises or in the immediate vicinity in such a way as to endanger persons or property; and/or~~

~~—(5) Upon the cessation of business for a period in excess of 60 days.~~

~~—(D) The suspension or revocation of a license may be appealed to the City Council within five days of the suspension or revocation. The appeal shall be taken by filing with the Mayor a notice of appeal specifying the grounds thereof. The Mayor shall transmit a report and the entire record upon which the appeal was taken. From and after five business days after the appeal is filed, any suspension or revocation shall be stayed unless the Mayor from whom the appeal is taken certifies to the City Council that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property. In this event the suspension or revocation shall not be stayed otherwise than by the City Council.~~

~~—(E) (1) The City Council shall fix a reasonable time for the hearing of the appeal and give due notice thereof to the parties and decide the appeal within a reasonable time.~~

~~—(2) Upon the hearing, any party may appear in person or by agent or by attorney.~~

~~—(3) The City Council may reverse or affirm, wholly or partly, or may modify the suspension or revocation as in its opinion ought to be made.~~

~~(2000 Code, § 5.68.070)~~

~~§ 114.077 LICENSE; NONTRANSFERABLE.~~

~~—(A) A license granted under the provisions of this subchapter is nontransferable.~~

~~—(B) The sale, lease or transfer of substantially all of the assets of a business holding a young adult entertainment facility license or a sale or transfer of a controlling interest in a corporation or partnership holding a young adult entertainment facility license shall result in the termination of the license granted herein.~~

~~(2000 Code, § 5.68.080)~~

~~§ 114.078 NUISANCES; INJUNCTION.~~

~~—(A) Any violation of this subchapter is declared to be a nuisance.~~

~~—(B) In addition to any other relief provided by this subchapter, the City Attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this subchapter.~~

~~—(C) The application for relief may include seeking a temporary restraining order, temporary injunction or permanent injunction.~~

~~(2000 Code, § 5.68.090)~~

CHAPTER 115: ELDER CARE

Section

~~Adult Day Care Centers~~

~~—115.01 License required~~

~~—115.02 License fee~~

~~Nursing Homes~~

~~—115.15 Definitions~~

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- ~~—115.33 Inspections~~
- ~~—115.34 Treatment by spiritual means~~
- ~~—115.35 Conflict of laws~~
- ~~—115.36 State Department of Public Health standards, rules and regulations~~
- ~~—115.37 Conditions for closing homes~~
- ~~—115.99 Penalty~~

~~ADULT DAY CARE CENTERS~~

~~§ 115.01 LICENSE REQUIRED.~~

~~—It is unlawful for any person to engage in the business of operating an adult day care center without first obtaining a license to engage in the business in accordance with the provisions of this subchapter.~~

~~(2000 Code, § 5.04.010) Penalty, see § 115.99~~

~~§ 115.02 LICENSE FEE.~~

~~—The license fee is stated in § 110.007(B).~~

~~(2000 Code, § 5.04.030) (Ord. 2006-12-00720, passed 12-12-2006)~~

NURSING HOMES

~~§ 115.15 DEFINITIONS.~~

~~—(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~—APPLICANT. Any person making application for a license required by § 115.16.~~

~~—HOME FOR THE AGED. Any home operated not for profit under the auspices of a religious, fraternal, charitable or other organization, or operated not for profit under an endowment, which, through its ownership or management, and as its principal objective, provides maintenance, personal care, nursing or sheltered care to not less than three persons over 60 years of age.~~

~~—MAINTENANCE. Food, shelter and laundry.~~

~~—NURSING. Professional nursing or practical nursing, as defined in ILCS Ch. 225, Act 70, § 4, as amended, for sick or infirm persons who are under the care and supervision of licensed medical practitioners.~~

~~—NURSING HOME. A private home, institution, building, residence or other place, whether or not operated for profit, which, through its ownership or management, provides maintenance, personal care or nursing for three or more persons, not related to the applicant or owner by blood or marriage, who, by reason of illness or physical infirmity, require personal care or nursing.~~

~~—OWNER. In the case of a licensee who is an individual, means the licensee, and in the case of a firm, partnership or association, means each member thereof.~~

~~—PERSONAL CARE. Assistance with meals, dressing, movement, bathing or other personal needs, or general supervision and oversight of the physical and mental wellbeing of an individual, exclusive of nursing, which individual, because of age, physical or mental disability, emotional or behavioral disorder or mental retardation, is incapable of maintaining a private, independent residence, or is incapable of managing his or her person, whether or not a conservator has been appointed for the individual.~~

~~—RESIDENT. Any person admitted, for care, to a nursing home, sheltered care home or home for the aged.~~

~~—SHELTERED CARE. Maintenance and personal care.~~

~~—SHELTERED CARE HOME.~~

~~—(1) A private boarding home, institution, building, residence or other place, whether or not operated for profit, which, through its ownership or management, provides sheltered care to three or more persons who are not related to the applicant or owner by blood or marriage, or any similar facility in which maintenance is provided to three or more persons who, by reason of physical infirmity, require personal care.~~

~~—(2) “Nursing home,” “sheltered care home” and “home for the aged” do not include the following:~~

~~—(a) A home, institution or other place operated by the federal government or an agency thereof, the state, the county or the city;~~

~~—(b) A hospital, sanitarium or other institution whose principal activity or business is the diagnosis, care and treatment of human illness through the maintenance and operation of an organized facility therefor, which is required to be licensed under the Hospital Licensing Act, approved July 1, 1953, as amended; and/or~~

~~—(c) Any facility for child care, as defined in the Child Care Act, ILCS Ch. 225, Act 10, §§ 1 et seq.~~

~~(2000 Code, § 5.40.010)~~

~~§ 115.16 LICENSE REQUIRED.~~

~~—No person, other than the regularly constituted authorities of the United States, the state, the county or the city, shall conduct or operate any nursing home, sheltered care home or home for the aged in the city without first obtaining a license therefor.~~

~~(2000 Code, § 5.40.020) Penalty, see § 115.99~~

~~§ 115.17 LICENSE APPLICATION.~~

~~—(A) Application for a license to conduct and operate a nursing home, sheltered care home or home for the aged shall be made in conformity with the general requirements of Chapter 110 relating to applications for licenses. The application shall be under oath and shall contain:~~

~~—(1) The name and address of the applicant if an individual, and, if a firm, partnership or association, the name and address of every member thereof, and, if a corporation, the name and address thereof and of its officers;~~

~~—(2) The location of the home for which a license is sought;~~

~~—(3) The name of the person under whose management or supervision the home will be conducted;~~

~~—(4) The number and type of residents for which maintenance, personal care or nursing is to be provided; and~~

~~—(5) Such information relating to the number, experience and training of the employees of the home, and of the moral character of the applicant and of the employees, as the Health Department may deem necessary.~~

~~—(B) Each application shall be accompanied by a statement relative to the financial status of the applicant.~~

~~{2000 Code, § 5.40.030}~~

~~§ 115.18 LICENSE FEE.~~

~~—The annual fee for a license to operate a nursing home, sheltered care home or home for the aged shall be as set forth in § 110.007(B).~~

~~{Ord. 2006-12-00720, passed 12-12-2006}~~

~~§ 115.19 FEE EXEMPTIONS.~~

~~—(A) Homes which are operated without a charge being made for the care of residents shall be exempt from payment of the license fee required by § 115.18. An application for a license for such a home shall be accompanied by an affidavit stating that no charge is made for the care of residents.~~

~~—(B) After investigation by the Health Department and upon the recommendation of the Department, any home that is not operated for gain, but where a charge is made for the care of residents, shall be exempt from payment of the license fee by a specific ordinance of Council. The period of the exemption shall be set forth in the exempting ordinance.~~

~~{2000 Code, § 5.40.050}~~

~~§ 115.20 DISPLAY AND TRANSFER OF LICENSES; RESPONSIBILITY OF LICENSEES.~~

~~—The license required by this subchapter shall be displayed in a conspicuous place in the hall or near the main entrance inside the home. A license shall be valid only in the hands of the person to whom it is issued and it shall not be the subject of a sale, assignment or other transfer, voluntary or involuntary, nor shall a license be valid for premises other than those for which it was originally issued. The licensee shall conform to all standards, rules and regulations of the Health Department relating to the operation of the types of homes covered by this subchapter.~~

~~{2000 Code, § 5.40.060} Penalty, see § 10.99~~

~~§ 115.21 INVESTIGATION; ISSUANCE AND EFFECTIVE PERIOD OF LICENSES.~~

~~—The City Clerk, upon the receipt of an application for a license under this subchapter, shall cause the Health Department, the Fire Department and the Building Department to make a thorough investigation of the premises proposed to be licensed and of the applicant. If the minimum standards prescribed in § 115.26 are met, and if the applicant is otherwise qualified, the City Clerk shall, pursuant to a favorable report from the Departments of their findings, in writing, issue a license to the applicant to conduct a home of the class designated at the location specified, which license shall state the maximum number of residents that may be accommodated at any one time. Any license issued under this subchapter shall expire December 31 of the year in which it is issued.~~

~~(2000 Code, § 5.40.070)~~

~~§ 115.22 DENIAL OF LICENSES; PETITION FOR REVIEW.~~

~~—If the application for a license required by this subchapter is denied, the applicant may, within 30 days thereafter, file a petition for review of the action denying the application, which petition shall be under oath and shall be filed with the Hearing Board as provided in this subchapter.~~

~~(2000 Code, § 5.40.080)~~

~~§ 115.23 HEARING BOARD.~~

~~—The Mayor shall appoint a Hearing Board consisting of the Health Commissioner, the Fire Chief, the Building Commissioner, the City Attorney and the City Clerk or a duly qualified employee designated by the head of the department in which such person is employed. The Board shall pass on applications for licenses for nursing homes, shelter care homes and homes for the aged which have been denied for any of the following reasons:~~

~~—(A) Failure to meet the minimum standards prescribed in this subchapter;~~

~~—(B) Conviction of the applicant, or if the applicant is a firm, partnership or association, of any of its members, or if the applicant is a corporation, of any of its officers or directors, or of the person designated to manage or supervise the home, of a felony, or of two or more misdemeanors involving moral turpitude, as shown by a certified copy of the record of the court of conviction, or, in the case of a conviction of a misdemeanor by a court not of record, as shown by other evidence, or other satisfactory evidence that the moral character of the applicant, manager or supervisor of the home is not reputable;~~

~~—(C) Personnel insufficient in number or unqualified by training or experience to provide proper and adequate care for the proposed number and type of residents; or~~

~~—(D) Insufficient financial or other resources to operate and conduct the home in accordance with this subchapter and the minimum standards, rules and regulations promulgated under this subchapter.~~

~~{2000 Code, § 5.40.090}~~

~~§ 115.24 REVOCATION OR NONRENEWAL OF LICENSES.~~

~~—A license may be revoked, or a renewal thereof denied, for any of the following reasons:~~

~~—(A) Cruelty or indifference to the welfare of a resident;~~

~~—(B) Misappropriation of the property of a resident;~~

~~—(C) Conversion of the property of a resident;~~

~~—(D) A violation of any of the provisions of this subchapter or of the minimum standards, rules and regulations promulgated under this subchapter; or~~

~~—(E) Any ground upon which an application for a license may be denied as prescribed in § 115.23.~~

~~{2000 Code, § 5.40.100}~~

~~§ 115.25 HEARINGS.~~

~~—(A) The Hearing Board may, upon the petition of an applicant whose petition for a license required by this subchapter has been denied, upon its own motion or upon the verified complaint, in writing, of any person setting forth facts which, if proven, would constitute grounds for the denial of an application for a license, the refusal of renewal of a license and the revocation of a license, investigate the applicant or licensee. Before denying an application, refusing to renew a license or revoking a license, the Board shall notify the applicant or licensee, in writing, of a hearing to be held thereon. The notice shall specify the date, time and place of the hearing, which hearing shall not be held less than ten days after the notice is mailed or delivered in person. The notice shall also state the nature of the charges or reasons for the Board's contemplated actions, denial, refusal to renew or revocation of the license.~~

~~—(B) The hearing shall be conducted by the board or the majority thereof. The applicant or licensee may appear in person and be represented by counsel at the hearing, at which time the applicant or licensee shall be afforded an opportunity to present all relevant matters in support of his or her application for a license or renewal of a license or in resisting the revocation thereof. The hearing may be continued to another date if any witness whose testimony is relevant to the issues of the hearing is unable to be present on the initial hearing date.~~

~~—(C) The Board shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure, but shall conduct the hearing in such a manner as seems best calculated to result in substantial justice.~~

~~—(D) The Board shall make findings of fact and render a decision which shall be entered upon the record of the Board. The applicant may review the decision as provided in this subchapter.~~

~~—(E) All final administrative decisions rendered by the Board shall be subject to judicial review pursuant to the Administrative Review Act, ILCS Ch. 735, Act 5, §§ 3-101 et seq., and the rules adopted pursuant thereto. The term “administrative decision” is defined in ILCS Ch. 735, Act 5, § 3-101.~~

~~—(F) The Board, at its expense, shall provide a stenographer to take the testimony and preserve a record of all proceedings under this subchapter. The notice of hearing, the complaint, all other documents in the nature of pleadings, written motions filed in proceedings, the transcript of testimony and the findings of fact and decisions shall be the record of the proceedings. The Board shall furnish a transcript of the record to any person interested as a party to the hearing upon payment therefor of \$1 per page for each original transcript and \$0.75 per page for each carbon copy thereof. However, the charge for any part of the transcript ordered or paid for previous to the writing of the original record shall be \$0.50 per page.~~

~~{2000 Code, § 5.40.110}~~

~~§ 115.26 MINIMUM STANDARDS FOR BUILDINGS.~~

~~—A building used as a nursing home, sheltered care home or home for the aged shall comply with the building, zoning and fire regulations of the city, and with the minimum standards for nursing homes, sheltered care homes and homes for the aged as prescribed by the Health Department. Those buildings in existence at the time of the adoption of the ordinance codified in this subchapter (Ordinance 504, passed July 27, 1970) and used for purposes set forth in § 115.15, shall have a reasonable time to comply with any provision of this subchapter affecting zoning, building and fire regulations. The time for compliance shall be determined by the Department and the Fire Chief, jointly.~~

~~{2000 Code, § 5.40.120}~~

~~§ 115.27 ACCOMMODATIONS; VENTILATION, SANITATION AND SAFETY REQUIREMENTS.~~

~~—(A) In every nursing home, sheltered care home or home for the aged, each room occupied or to be occupied by a resident shall be of such dimensions as will give the resident not less than 400 cubic feet of air space. Every room shall have at least one window connecting with the external air for each four beds. The window shall be of such dimensions as will secure to each resident at least 1,500 cubic feet of fresh air per hour by ventilation. If the window does not secure 1,500 cubic feet of fresh air per hour by natural~~

ventilation, then each room shall be fitted with such appliances for ventilation as will secure to each resident in the room at least 1,500 cubic feet of fresh air per hour. Each bed shall have at least 40 square feet of floor space. In every room or dormitory containing more than one bed, the beds shall be arranged so as to leave a passageway of not less than two feet horizontally on all sides of the beds.

~~—(B) Each ward or wing of the home shall have running water furnished in one or more places, either in the ward or wing or convenient thereto so that the same is adequate and convenient to the occupants thereof. The plumbing, water closets, bathrooms and sanitary appliances and equipment shall be constructed in accordance with ordinances relating thereto. The floor of the cellar or basement in the building used as a home shall be properly cemented so as to be watertight.~~

~~—(C) The halls of each floor shall be open to the external air with suitable windows and shall have no room or other obstruction at the end thereof, unless sufficient light and ventilation is otherwise provided for the halls. The building as a whole shall be provided with adequate and proper fire escapes, stairways or inclines for exits.~~

~~—(D) All homes, including the culinary department, dining room, laundry, laboratory, morgue and post-mortem rooms connected with the same, shall be equipped from May 15 to November 15 with doors, screens and other appliances necessary for the exclusion of flies.~~

~~—(E) If a single or multiple dwelling is used for a home, and the dwelling has sleeping accommodations above the first story, it shall be provided with at least two stairways, each of which shall be not less than three feet wide. Each such stairway shall be enclosed with walls, partitions, floors and ceilings of noncombustible construction or of construction consisting of wood studs or wood joists and a noncombustible surface material providing fire resistance of not less than one hour, the door openings of which shall be protected by self-closing Class B fire-resistive doors. A separate door exit shall be provided for each such stairway and for each exit from the basement to the outside of the building.~~

~~—(F) Where sleeping accommodations are provided in the third story of a building, they may not exceed six in number and may be used only for the manager's family and staff, if none of them is a patient. No person in any home shall occupy any part of a basement as a habitable room.~~

~~(2000 Code, § 5.40.130) Penalty, see § 115.99~~

§ 115.28 ISOLATION ROOMS.

~~—(A) Each nursing home, sheltered care home or home for the aged shall be provided with a suitable room, approved by the Health Department, to be used for cases of serious illness, terminal cases and isolation of cases of contagious, infectious, epidemic or communicable diseases. The room shall have a stationary washstand with a hot and cold running water supply.~~

~~—(B) Every person conducting or operating a nursing home, sheltered care home or home for the aged in the city shall cooperate with the Department in minimizing the danger of transmission of communicable diseases as set forth in the rules and regulations promulgated by the Department.~~

~~(2000 Code, § 5.40.140)~~

~~§ 115.29 REMOVAL OF DEAD PERSONS.~~

~~—(A) There shall be provided in each nursing home, sheltered care home or home for the aged a suitable room or area, approved by the Health Department, for the proper care of the dead pending their removal after being pronounced dead by a duly licensed physician of the state.~~

~~—(B) No person acting as superintendent or manager, or who is otherwise in charge or control of any nursing home, sheltered care home or home for the aged, nor any person connected with any such home, in any capacity whatsoever as a nurse, physician or attendant, shall order, permit or allow the body of any resident or person who has been under care in the home, and who has died therein, to be removed from the home at any time within 24 hours after the hour of death, unless the removal of the body is authorized, in writing, by some member of the immediate family of the deceased person or by some other person legally authorized to order or permit the removal. No body shall be kept at any such home longer than 36 hours after death without permission from the Department.~~

~~(2000 Code, § 5.40.150) Penalty, see § 115.99~~

~~§ 115.30 RECORDS.~~

~~—(A) Each nursing home, sheltered care home or home for the aged shall maintain individual records for each resident. The records shall include the resident's admission record, which shall show the name, address, age, sex, marital status, information required for the filling in of the death certificate and the date of admission and discharge or disposition of the resident, a medical record, a physician's order record, nursing notes and a list of the resident's belongings.~~

~~—(B) Accurate records of financial transactions involving use of the resident's funds shall be on file in the nursing home, sheltered care home or homes for the aged.~~

~~—(C) Personnel files shall be maintained for all employees, which files shall include records of education, experience and findings of physical examinations as to physical and mental fitness and shall also show freedom from any communicable disease. Daily work and time schedules of employees shall be maintained.~~

~~—(D) Each home shall maintain a permanent residents' registry book in which the name of each resident is entered in chronological order with the date and number of entry.~~

~~—(E) All records shall be open at all times to the inspection of the Health Department or its duly authorized representative.~~

~~{2000 Code, § 5.40.160}~~

~~§ 115.31 RULES AND REGULATIONS.~~

~~—Nursing homes, sheltered care homes and homes for the aged shall comply with rules and regulations set forth by the Health Department. In addition, the Department may adopt and enforce rules and regulations relating to the operation and conduct of the homes, and to the care, treatment, rehabilitation, recreation and maintenance of the residents thereof, as it deems necessary.~~

~~{2000 Code, § 5.40.170}~~

~~§ 115.32 REPORTS OF DISEASES.~~

~~—(A) Every person conducting or operating a nursing home, sheltered care home or home for the aged in the city shall make reports to the Health Department as it deems necessary, by telephone and by mail, of all epidemic, communicable or contagious diseases. The reports shall contain the names and residences of all persons suffering from the diseases, together with such other information as may be required by the Department.~~

~~—(B) All reports required under this section shall be made in full upon forms furnished for that purpose by the Department and shall be signed by the chief physician, manager or licensee in charge of the home.~~

~~{2000 Code, § 5.40.180}~~

~~§ 115.33 INSPECTIONS.~~

~~—Every nursing home, sheltered care home and home for the aged shall be open at all reasonable times to inspection by the Health Department, the Building Department and the Fire Department, as often as is deemed necessary.~~

~~{2000 Code, § 5.40.190}~~

~~§ 115.34 TREATMENT BY SPIRITUAL MEANS.~~

~~—Nothing in this subchapter or in the rules and regulations adopted pursuant hereto shall be construed as authorizing the medical supervision, regulation or control of the remedial care or treatment of residents or patients in any home or institution conducted for those who rely upon treatment by prayer or spiritual means in accordance with the creed or~~

~~tenet of any well-recognized church or religious denomination. A license for such a home is required and all remaining rules, regulations and minimum standards shall apply.~~

~~(2000 Code, § 5.40.200)~~

~~§ 115.35 CONFLICT OF LAWS.~~

~~—Notwithstanding any provision in this subchapter to the contrary, all persons licensed under this subchapter shall comply with ILCS Ch. 210, Act 45, §§ 1-101 et seq. Where there is a conflict in standards and regulations of the Act and this subchapter, the stricter or higher standard or regulation shall govern.~~

~~(2000 Code, § 5.40.210)~~

~~§ 115.36 STATE DEPARTMENT OF PUBLIC HEALTH STANDARDS, RULES AND REGULATIONS.~~

~~—(A) The following minimum standards, rules and regulations of the State Department of Public Health are adopted and made a part of this subchapter by reference:~~

~~—(1) Minimum Standards, Rules and Regulations for the Licensing of Sheltered Care Facilities;~~

~~—(2) Minimum Standards, Rules and Regulations for the Licensing of Skilled Nursing Facilities; and~~

~~—(3) Minimum Standards, Rules and Regulations for the Licensing of Intermediate Care Facilities.~~

~~—(B) Where there is a conflict in the standards, rules and regulations adopted in division (A) of this section and any provision of this subchapter, the stricter or higher standard, rule or regulation shall govern. Three copies of each of the minimum standards, rules and regulations are on file and have been on file for at least 15 days prior to the passage of the ordinance codified in this subchapter, for public inspection, use and examination.~~

~~(2000 Code, § 5.40.220)~~

~~§ 115.37 CONDITIONS FOR CLOSING HOMES.~~

~~—(A) In the event of a conviction by any court of record of any person for a violation of any of the provisions of this subchapter relating to the health, safety and accommodations of patients or residents, the Health Department is authorized to close a nursing home, sheltered care home or home for the aged and to cause its vacation of all residents or patients therefrom, pending the repairs, alterations or additions necessary to make it safe~~

~~and proper for the occupancy of its patients or residents and to make it comply with this subchapter.~~

~~—(B) Whenever an inspection of such a home discloses that the continued operation of the home would be an immediate and serious menace to public health and safety, the Health Commissioner is authorized to close the home forthwith.~~

~~(2000 Code, § 5.40.230)~~

~~§ 115.99 PENALTY.~~

~~—(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.~~

~~—(B) In addition to the revocation and suspension of any license, whoever violates any of the provisions of §§ 115.01 and 115.02 shall be fined not less than \$100 nor more than \$500 for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.~~

~~(2000 Code, § 5.04.040)~~

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SERVICE STATIONS

§ 118.001 DEFINITIONS.

For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

SERVICE STATION. Any place of business where gasoline or any highly volatile fuel for a motor vehicle or an internal combustion engine is sold or offered for sale to the public and where lubricating oil, grease, tires, batteries and similar accessories and parts also may be offered for sale on the premises, at retail, including minor services and installations customarily incidental thereto. SERVICE STATION does not include open sales lots, truck stops or vehicle repair shops.

(2000 Code, § 5.52.010)

§ 118.002 LICENSE REQUIRED; FEE.

(A) No person shall maintain or operate a service station in the city without first obtaining a license therefor.

(B) ~~The license fee shall be as set forth in § 110.007.~~

~~—(B) The annual fee for the license required by division (A) of this section shall be as set forth in § 110.007(B), plus \$10 per pump nozzle.~~

~~(2000 Code, § 5.52.020) (Ord. 2006-12-00720, passed 12-12-2006) Penalty, see § 118.999~~

~~§ 118.003 FIRE EXTINGUISHERS.~~

~~—Each service station shall be equipped with at least one chemical fire extinguisher suitable for oil or gasoline fires, which shall be kept in serviceable condition.~~

~~(2000 Code, § 5.52.030)~~

~~§ 118.004 NONBUSINESS FILLING STATIONS.~~

~~—Any person maintaining or operating a storage tank for gasoline for the use of automobiles of an owner, lessee, employee or agent of the person shall comply with all of~~

~~the provisions of this subchapter, except that the person shall not be required to pay a fee for the license required by § 118.002.~~

~~(2000 Code, § 5.52.040)~~

~~§ 118.005 DISPENSING OF FUEL; BULK SALES.~~

~~—No motor fuel shall be dispensed at any service station except into the fuel tank of a motor vehicle. However, an individual sale of up to five gallons may be made in a metal receptacle when the receptacle is painted red and labeled in full conformity with ILCS Ch. 430, Act 20, § 1.~~

~~(2000 Code, § 5.52.050) Penalty, see § 118.999~~

~~§ 118.006 SAFETY AND SANITATION.~~

~~—(A) No gasoline, naphtha or other flammable liquid shall be kept inside of a service station, except in an original sealed container.~~

~~—(B) No motor vehicle shall be serviced until the ignition has been turned off.~~

~~—(C) No open light or flame shall be permitted except within a stove in the station building.~~

~~—(D) Premises must be kept clean, neat and free from rubbish or trash.~~

~~(2000 Code, § 5.52.060) Penalty, see § 118.999~~

~~§ 118.007 ADDITIONAL LICENSES FOR ADDITIONAL BUSINESSES; LICENSE REVOCATION.~~

~~—The license obtained for a service station shall not entitle the licensee to conduct any other business without an additional license. If a service station licensee operates any other business without an additional license, the Mayor or the Business License Commissioner may revoke any license issued under this subchapter and such licensee may be fined as provided in § 118.999.~~

~~(2000 Code, § 5.52.070)~~

~~§ 118.008 DECEPTIVE TRADE PRACTICES; IDENTIFICATION OF GASOLINE AND PETROLEUM PRODUCTS.~~

~~—(A) No person shall sell or offer for sale, at retail, any gasoline or petroleum products for use in motor vehicles in any manner which deceives or tends to deceive a purchaser or prospective purchaser as to price, quality or identity of the product. The pump, dispensing~~

~~device or container shall have the name, brand, symbol, mark, lead content category and minimum antiknock (octane) index (to be derived from the sum of research and motor octane ratings divided by two $((R + M) \div 2)$, or the minimum cetane rating, of the gasoline or petroleum product sold or offered for sale, affixed to the pump, dispensing device or container, and the product therein shall not be substituted, mixed or adulterated.~~

~~—(B) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~—CETANE RATING. The cetane rating described in ASTM Standard Classifications of Diesel Fuel Oil (D 975-73), as amended, and ASTM Test Method (D 613).~~

~~—LEAD CONTENT CATEGORY. The lead content described in ASTM (D 439-73), as amended, and shall be determined by ASTM Test Methods (D 3237), (D 3116) and (D 526).~~

~~—RESEARCH OCTANE RATING and MOTOR OCTANE RATING. The research octane rating and motor octane rating described in ASTM (American Society for Testing Materials) Standard Specifications for Gasoline (D 439-73), as amended, and ASTM Test Methods (D 2699) and (D 2700).~~

~~—(C) In addition to the fine provided for in § 118.999, any violation of this section may be grounds for revocation of the license issued by the city under this subchapter. However, nothing in this section shall be construed to preclude the revocation of any such license for a violation of any other provision of these codified ordinances.~~

~~(2000 Code, § 5.52.080)~~

TOBACCO SALES

§ 118.055 LICENSE REQUIRED; FEE.

The annual license fee for tobacco sales or tobacco products or alternative nicotine products or Cannabinoid hemp products shall be as set forth in § 110.007.

§ 118.056 DEFINITIONS.

For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

ALTERNATIVE NICOTINE PRODUCT, as defined under ILCS Ch. 720, Act 675, § 1.5(a), is a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine by chewing, smoking, absorbing, dissolving, inhaling, snorting or otherwise.

“CANNABINOID HEMP PRODUCT” means hemp or any product manufactured or derived from hemp, including hemp derived terpenes, in its final form, that is: (1) used for human consumption, including by ingestion, inhalation, or otherwise; and (2) capable of producing a psychoactive effect in a person who consumes it. “CANNABINOID HEMP PRODUCT” shall not include products intended for topical use.

~~—(A) No person shall sell tobacco or tobacco product at retail in the city without first obtaining a license therefor.~~

~~—(B) The annual fee for the license required by division (A) of this section shall be \$100 per year, per establishment.~~

~~—(C) The license obtained under this section shall not entitle the licensee to conduct any other business on the premises without first obtaining a license for that business, if and as required.~~

~~(2000 Code, § 5.60.010) Penalty, see § 118.999~~

~~§ 118.056 SALE OF CIGARETTES OR ALTERNATIVE NICOTINE PRODUCTS TO MINORS.~~

~~—No manufacturer, producer, distributor, wholesaler or retailer of cigarettes, other tobacco products or alternative nicotine products, or any agent, employee or representative of a manufacturer, producer, distributor, wholesaler or retailer of cigarettes, other tobacco products or alternative nicotine products shall do any of the following:~~

~~—(A) Give, sell or otherwise distribute cigarettes, other tobacco products or alternative nicotine products to any person under 18 years of age; or~~

~~—(B) Give away, sell or distribute cigarettes, other tobacco products or alternative nicotine products in any place that does not have posted in a conspicuous place a sign stating that giving, selling or otherwise distributing cigarettes, other tobacco products or alternative nicotine products to a person under 18 years of age is prohibited by law.~~

~~(2000 Code, § 5.60.020) (Am. Ord. 2019-02-07200, passed 2-12-2019) Penalty, see § 118.999~~

~~§ 118.057 PURCHASE OF TOBACCO PRODUCTS OR ALTERNATIVE NICOTINE PRODUCTS BY MINORS; MISREPRESENTATIONS.~~

~~—No person under the age of 18 years shall purchase tobacco products or alternative nicotine products, misrepresent his or her identity or age, or use any false or altered identification for the purpose of purchasing tobacco products.~~

~~(2000 Code, § 5.60.030) (Am. Ord. 2019-02-07200, passed 2-12-2019) Penalty, see § 118.999~~

~~§ 118.058 POSSESSION OF TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS BY MINORS.~~

~~—(A) No person under the age of 18 years shall possess any tobacco or alternative nicotine products, provided that the possession by a person under the age of 18 years, under the direct supervision of the parent or guardian of such person, in the privacy of the parent's or guardian's home, shall not be prohibited.~~

~~—(B)—~~

~~(2000 Code, § 5.60.040) (Am. Ord. 2019-02-07200, passed 2-12-2019) Penalty, see § 118.999~~

DRY CLEANERS

§ 118.070 DEFINITIONS.

~~—For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~—ATTENDANT. A person thoroughly trained to supervise a coin-operated dry cleaning machine plant, to advise customers in the operation of coin-operated dry cleaning machines and to recognize health and safety hazards.~~

~~—BUILDING COMMISSIONER. The Building Commissioner of the city or his or her duly authorized agent.~~

~~—COIN-OPERATED DRY-CLEANING MACHINE. Any dry cleaning machine, including integral parts, originally designed and/or intended for use as a self-service dry cleaning machine by the general public for a consideration.~~

~~—COIN-OPERATED DRY-CLEANING MACHINE PLANT. Any structure in which any number of coin-operated dry cleaning machines are installed for use as self-service dry cleaning machines.~~

~~—DRY-CLEANING. The process of removing dirt, grease, paint and other stains from wearing apparel, textiles, fabrics, rugs and similar items by the use of nonaqueous liquid solvents, flammable or nonflammable.~~

~~—EQUIPMENT. All mechanical and electrical items within or on the exterior of a plant necessary for the plant's operation and includes, but is not limited to, dry cleaning machines, ductwork, fans, blowers, solvent storage tanks, pumps, heating devices and refuse containers.~~

~~—FIRE CHIEF. The Fire Chief of the city or his or her duly authorized agent.~~

~~—HEALTH COMMISSIONER. The Health Commissioner of the city or his or her duly authorized agent.~~

~~—MACHINE. A coin-operated dry cleaning MACHINE.~~

~~—PLANT. A coin-operated dry cleaning machine PLANT.~~

~~—SPOTTING. The local application of solvent to spots, dirt, grease, paint and stains for the removal of the same.~~

~~{2000 Code, § 5.16.010}~~

~~§ 118.071 LICENSE REQUIRED; POSTING, SUSPENSION AND REVOCATION; FEES.~~

~~—(A) No person shall operate a plant in the city who does not possess a license from the city. The license shall be posted in a conspicuous place. Only persons who comply with this subchapter, all applicable state laws and regulations and local ordinances, rules and regulations shall be entitled to receive and retain such a license.~~

~~—(B) The license may be suspended by the Mayor upon a violation by the holder of any of the provisions of this subchapter, or may be revoked, after an opportunity for a hearing, upon a serious or repeated violation.~~

~~—(C) The license fee for a plant shall apply for each fiscal year or any portion thereof. This fee shall consist of a base fee of \$100 for each plant.~~

~~{2000 Code, § 5.16.020} (Ord. 2006-12-00720, passed 12-12-2006) Penalty, see § 118.999~~

~~§ 118.072 LICENSE APPLICATIONS.~~

~~—Applications for the license required by § 118.071 shall be on forms provided by the city, shall be made to the City Clerk in writing, shall be signed by the applicant if an individual, by all partners if a partnership or by a duly authorized officer thereof if a corporation, verified by oath or affidavit, and shall contain such other information as may be required by the Mayor and Council at their discretion after the application has been submitted to the City Clerk. Thereafter it shall be the duty of the Building Commissioner to issue the license.~~

~~{2000 Code, § 5.16.030}~~

~~§ 118.073 BUILDINGS.~~

~~—Structures intended for use as plants shall conform with all applicable city zoning and building ordinances, permits, rules and regulations and, in addition, the following.~~

~~—(A) Such structures shall be single-story with concrete floors in good condition.~~

~~—(B) Machines shall not be installed in buildings used in whole or in part as dwellings.~~

~~—(C) Maintenance areas shall be separate from customer service areas.~~

~~{2000 Code, § 5.16.040}~~

~~§ 118.074 SANITATION.~~

~~—(A) Every room or place of a plant shall, at all times, be kept in good repair and in a clean and sanitary condition.~~

~~—(B) Separate toilet facilities for men and women shall be provided, as follows:~~

~~—(1) One water closet and one urinal for men; and~~

~~—(2) One water closet for women.~~

~~—(C) Both employees and customers shall have access to these facilities.~~

~~—(D) Toilet rooms shall be installed with adequate ventilation to the exterior of the plant and shall be kept unlocked at all times the establishment is open to the public, except when in use.~~

~~—(E) Handwashing facilities, including lavatory, soap and approved hand-drying facilities shall be provided in each of the toilet rooms described in division (B) of this section.~~

~~{2000 Code, § 5.16.050}~~

~~§ 118.075 LIGHTING.~~

~~—All rooms in which coin-operated dry cleaning machines are installed and all maintenance areas shall be illuminated to a minimum of ten foot candles of light in all parts of the rooms or places not directly obstructed by equipment.~~

~~{2000 Code, § 5.16.060}~~

~~§ 118.076 VENTILATION AND EXHAUST SYSTEMS.~~

~~—(A) (1) The room in which a coin-operated dry cleaning machine is installed shall be ventilated so that there is a minimum flow of air per machine from the area to which the public is admitted of at least 500 cubic feet per minute in a room where there are not more than three machines installed; 400 cubic feet per minute where there are not more than eight machines installed; 375 cubic feet per minute where there are not more than 16 machines installed; and 360 cubic feet per minute where there are 17 or more machines installed.~~

~~—(2) For this purpose, each cleaning cell shall be considered one machine.~~

~~—(B) (1) Ventilation facilities shall be constructed so that air is exhausted from the customer service area either directly to the exterior of the plant or through properly sized openings in a partition separating the front of the machine from the maintenance portion of the machines.~~

~~—(2) The openings, if grills are used, shall be sized on the basis of 500 cubic feet per minute per square foot of net grill area, and each opening shall be located in such a manner that the bottom of the opening is from six to 12 inches above the top of the machine. The exhaust ventilation shall be provided on a continuous basis while the plant is open to the public or in operation.~~

~~—(C) The exhaust ventilation equipment shall be wired in such a manner that machines cannot be placed in operation unless the ventilating equipment is in operation.~~

~~—(D) (1) A general dilution ventilation fan shall be installed in the maintenance area of the plant.~~

~~—(2) The ventilation shall, when combined with the system required in division (B) of this section, enable the exhausting of air directly to the exterior of the plant in accordance with the following schedule:~~

~~-~~

Number of Machines	Minimum Air Flow Rate Per Machine (cubic feet per minute)
1 to 3	1,000
4 to 8	800
9 to 16	750
17 or more	720

~~-~~

~~—(E) Solvent storage rooms, if separate from maintenance areas, shall be provided with exhaust ventilation equipment capable of exhausting air directly to the exterior of the plant at the rate of 1,000 cubic feet per minute.~~

~~—(F) The exhaust system must maintain a minimum flow of 100 cubic feet per minute face velocity through the loading door whenever the door is open.~~

~~—(G) The discharge stack for the machines and for the room in which the machines are located shall extend at least two feet above the level of any window which can be opened, located within 50 feet of the outlet of the stack, and shall be at least 50 feet away from any fresh air intake leading to any premises.~~

~~—(H) One scavenger pipe shall be provided for every two machines to provide adequate local exhaust ventilation around base tanks and machine bases. Each scavenger duct shall be located in back of and exactly between two machines two to four inches above the floor line and exhausted to a discharge stack as described in division (G) of this section.~~

~~—(I) All air required to be exhausted shall discharge to the exterior of the plant and shall discharge a minimum of 25 feet horizontally from any fresh air intake.~~

~~—(J) A supply of tempered (heated to a minimum of 60°F) make-up air, equal to or greater than the total volume of air exhaust from the plant, shall be provided from the exterior.~~

~~{2000 Code, § 5.16.070}~~

~~§ 118.077 MACHINES.~~

~~—(A) Any machine used in a dry cleaning business shall be completely enclosed by a cabinet and shall be vented with the intake at the top and the outlet at or near the bottom of the machine. Groups of machines may be entirely enclosed or supported on all open sides by an enclosure topped with a hood vented as provided for each individual machine.~~

~~—(B) No machine shall have a rated capacity of greater than ten pounds dry weight.~~

~~—(C) The exhaust system of the machine shall be such as to effect compliance with this subchapter.~~

~~—(D) The cleaning cycle control shall be such that there is no odor of solvent or solvent vapor in the material being cleaned at the end of the complete cleaning cycle.~~

~~—(E) The machine must be constructed so as to prevent the loading door from being opened during the normal cycle of operation. Each machine shall be equipped with a transparent door or port to allow visual examination of the status of the cleaning cycle.~~

~~—(F) Any connection of a machine with the water supply system must be equipped with an air gap or vacuum breaker in the line upstream from the condenser with no control valves downstream from such a gap or breaker. Waste water shall be discharged through an air gap.~~

~~—(G) Each machine must be so designed and constructed as to prevent the leakage of liquids, gas or vapors.~~

~~{2000 Code, § 5.16.080}~~

~~§ 118.078 MACHINE INSTALLATION.~~

~~—(A) Machines and filter assemblies shall be installed within either a liquid tight concrete dike of a four-inch minimum height or within a pan and piping system to contain the solvent should leakage occur. The floor within the dike shall be pitched to drain to a six-inch floor drain or a sump well. The drain or sump well shall be connected to an emergency solvent storage tank and the tank shall be of sufficient capacity to hold all of the cleaning solvent contained in all of the machines installed. Storage tanks shall be suitably vented to the exterior of the building and a minimum of two feet above the roof line.~~

~~—(B) No machine shall be installed in the same room with any gas, oil or electrically fired equipment. The combustion equipment shall be so installed that all combustion air is drawn directly from the exterior of the plant.~~

~~—(C) Machines shall be installed in such a manner that only the fronts of the machines are exposed in the customer service area. The maintenance portion of the machines shall be~~

~~separated from the front of the machines by a solid partition, except for exhaust vents. The partition shall be a wall so constructed that the only access to the maintenance portion of the machines is through one or more doors capable of being locked.~~

~~(2000 Code, § 5.16.090) Penalty, see § 118.999~~

~~§ 118.079 DRY CLEANING SOLVENTS.~~

~~—No cleaning solvent, other than perchlorethylene and water, shall be used in a plant, provided that the use of such solvent has been approved by the manufacturer of the coin-operated dry cleaning machine.~~

~~(2000 Code, § 5.16.100) Penalty, see § 118.999~~

~~§ 118.080 OPERATIONS.~~

~~—(A) No automatic dry cleaning machine shall be operated unless all of the equipment described in § 118.077 is properly installed and in good operating working condition.~~

~~—(B) No establishment for which a license is required under this subchapter shall be open for business, and no person shall admit the public or customers into the room where such a machine is located, unless there is on duty, at all times, a competent person in charge of the establishment and in charge of the operation of the machine. There shall be warning signs posted in places of easy observation, warning of the dangers if leakage of liquids, gas or vapor occurs.~~

~~—(C) No person shall permit any residue containing solvent to flow into the sewerage system of the municipality. Tightly covered metal containers may be used for the temporary storage of the waste outside the building. The containers shall bear labels indicating the contents and dangers involved in handling, and shall be locked if in an unenclosed place.~~

~~—(D) At least one legible sign shall be maintained in a place available to customers, giving the name, address and telephone number of the owner of the establishment and the service department or agency responsible for the proper maintenance of the machines.~~

~~—(E) Customers shall not be permitted in maintenance service areas. The doors of any such area shall be kept locked at all times, except when the attendant or other authorized plant personnel are entering, leaving or working within the area.~~

~~—(F) Complete step-by-step operating instructions shall be posted near the machines in the customer service area. The instructions shall also include the following statements: "Notify attendant if any odor of solvent remains in garment or material" and "Garment or materials bearing the odor of solvent are dangerous if enclosed in an automobile or other enclosed place".~~

~~—(G) The attendant shall take all reasonable precautions to see that materials that cannot be properly cleaned are not placed in machines.~~

~~—(H) All machines shall be inspected by plant personnel daily and any machine found to be operating improperly or found to be unsafe shall not be placed in service and shall be clearly marked “Out of Order — Do Not Use”.~~

~~—(I) All pipes, connections and transfer pumps carrying the cleaning solvent shall be maintained tight and free from leaks.~~

~~—(J) Servicing of machines shall be done only during the operation of the exhaust ventilation required in this subchapter.~~

~~—(K) Filter residue and other residues containing dry cleaning solvent shall be stored in tightly covered metal containers outside of the plant in an area not accessible to the public and shall be collected by a scavenger.~~

~~—(L) Spotting of materials shall be done with no solvent other than water.~~

~~(2000 Code, § 5.16.110) Penalty, see § 118.999~~

~~§ 118.081 SAFETY AND TESTING EQUIPMENT.~~

~~—(A) Respiratory protective equipment, approved for use in the plant by the Fire Chief, shall be provided for attendants and maintenance personnel and shall be kept in good repair and available for immediate use.~~

~~—(B) Utility fire extinguishers shall be provided. The type, capacity, number and location of extinguishers shall be designated by the Chief. The extinguishers shall be maintained properly.~~

~~—(C) Safety goggles, rubber gloves and rubber safety aprons shall be provided for service personnel.~~

~~—(D) A device for testing the concentration of solvent vapors in the plant atmosphere shall be provided by the licensee. The device shall be a Kitagawa Precision Gas Detector, Unico Model No. 400, or its equivalent, and shall be maintained with not fewer than ten gas detector tubes of the appropriate type. The equipment shall be kept at the plant and made available for on-site inspection services by the Building Commissioner, the Health Commissioner and the Fire Chief.~~

~~—(E) A telephone of the nonpay type shall be available at the plant for emergency use. City Fire and Police Department numbers shall be posted conspicuously at the telephone.~~

~~(2000 Code, § 5.16.120) Penalty, see § 118.999~~

~~§ 118.082 PLANT AND EQUIPMENT ALTERATIONS.~~

~~—(A) No person shall effect an alteration, including an addition or elimination of equipment for a plant, without first obtaining the approval of the Building Commissioner.~~

~~—(B) The operation or use thereof shall not commence until an inspection has been made and approval has been granted by the Building Commissioner.~~

~~(2000 Code, § 5.16.130) Penalty, see § 118.999~~

~~§ 118.083 INSPECTIONS BY FIRE CHIEF.~~

~~—(A) (1) The Fire Chief or other official designated by the Mayor shall inspect or cause to be inspected every establishment licensed under this subchapter at least once every six months.~~

~~—(2) Any violation of this subchapter or of other ordinances relating to dry cleaners, premises and/or flammable liquids shall be reported to the Mayor.~~

~~—(B) The Fire Chief may enter any building or premises situated in the city, occupied by any dry cleaning establishment, in order to examine the same and to determine whether or not the building or premises, or any material, chemical or compound kept therein or used thereon, or any article or fabric dry cleaned, dyed, spotted or finished, as received, used, kept, maintained or stored on the premises or in such building, conforms to the fire ordinances and regulations of the municipality or constitutes a fire hazard within the municipality.~~

~~(2000 Code, § 5.16.140)~~

~~LANDSCAPERS~~

~~§ 118.095 PERMIT REQUIRED; FEE.~~

~~—No person shall engage in the business of landscape contractor within the city without first obtaining an annual business permit therefor. The fee for an annual business permit shall be as set forth in § 110.047(A)(14) of this code.~~

~~(2000 Code, § 5.32.010) Penalty, see § 118.999~~

~~§ 118.096 PERMIT APPLICATION; ISSUANCE OR DENIAL OF PERMIT.~~

~~—An application for a permit required by § 118.095 shall be obtained from the City Clerk's office and the permit shall be issued by the Building Commissioner. On the application, the applicant shall state who has hired him or her to do the particular work. In addition, the applicant shall file with the City Clerk a statement listing the training and experience tending to qualify the applicant for the performance of landscaping. In the case of firms or~~

~~corporations, the statement shall cover the training and experience of responsible officers. The City Clerk shall make an investigation of the training, experience and general qualifications of the applicant. If the City Clerk does not approve of the applicant, the recommendation shall be forwarded to Council, which may approve or disapprove the application. Any disapproval of an application shall be based on the fact that the applicant is not qualified to fulfill the requirements in regard to the business, as set forth in this subchapter and in any rules or regulations controlling this type of business or activity.~~

~~{2000 Code, § 5.32.020}~~

~~§ 118.097 BOND.~~

~~—No permit required by § 118.095 shall be issued unless and until the applicant therefor has filed with the City Clerk a bond as required by § 110.047(A)(14) and § 110.049, with sureties to be approved by Council, conditioned to indemnify the city and hold it harmless from any loss, damage, claim or liability arising out of or resulting from the conduct or operation of the business or the doing of or failure to do any act in connection therewith.~~

~~{2000 Code, § 5.32.030}~~

~~§ 118.098 INSPECTIONS BY CITY ENGINEER BEFORE ISSUANCE OF PERMIT.~~

~~—Prior to the issuance of a permit required by § 118.095, the City Engineer shall inspect the land or area which is to be landscaped and shall take a grade reading of the soil. The City Engineer shall also render his or her opinion regarding any potential drainage problem. If, in the opinion of the City Engineer, flooding or drainage problems may arise as a result of the landscaping, no permit shall be issued until the landscape contractor agrees to make improvements which will, in the opinion of the City Engineer, make the land and any adjacent land safe from flooding or drainage problems.~~

~~{2000 Code, § 5.32.040}~~

~~§ 118.099 GRADING AND DRAINAGE.~~

~~—A landscape contractor and the owner of the property being landscaped shall make certain that the work done on the property does not change the grade of the soil or cause any flooding or drainage problem to the surrounding or adjacent land or area.~~

~~{2000 Code, § 5.32.050}~~

~~§ 118.100 INSPECTIONS OF COMPLETED WORK.~~

~~—After a landscape contractor has completed his or her work, he or she shall notify the City Engineer, who shall then reinspect the land and take a grade reading of the soil to guarantee that the grade of the soil has not been changed. The City Engineer shall further inspect the land to see that the contractor has not caused any flooding or drainage problem to the surrounding or adjacent land or area. If the City Engineer is not satisfied that the work was done properly, he or she shall immediately advise the contractor and the owner, in writing, as to why the work is not satisfactory and what must be done to correct the situation. A report of the proceedings shall also be sent to the Mayor's office. In those cases where the contractor has caused flooding or drainage problems, the contractor shall have not more than 30 days to correct any defect. If the contractor fails to correct the situation within the stated time, then the city may proceed to make the correction using the bond posted under this subchapter to satisfy any expense involved in making the correction.~~

~~{2000 Code, § 5.32.060}~~

~~§ 118.101 RELEASE OF BOND.~~

~~—The City Engineer shall authorize the release of the bond required by § 118.097 only after he or she is satisfied that the landscape work has been properly completed according to the provisions of this subchapter and other city ordinances.~~

~~{2000 Code, § 5.32.070}~~

~~§ 118.102 RESPONSIBILITY OF PROPERTY OWNERS.~~

~~—Nothing in this subchapter is meant to relieve an owner of landscaped property from responsibility for work which is improperly done by a landscape contractor.~~

~~{2000 Code, § 5.32.080}~~

~~§ 118.103 MAINTENANCE BY PROPERTY OWNERS.~~

~~—An owner of landscaped property has the additional responsibility of providing adequate and reasonable maintenance of the property.~~

~~{2000 Code, § 5.32.090}~~

~~SCAVENGERS~~

~~§ 118.145 LICENSE REQUIRED; FEE.~~

~~—(A) No person shall maintain or operate a scavenger business in the city without first obtaining a license therefor.~~

~~—(B) The annual fee for the license required by division (A) of this section shall be \$200 for each truck used in the business.~~

~~(2000 Code, § 5.48.010) Penalty, see § 118.999~~

~~§ 118.146 VEHICLE REQUIREMENTS.~~

~~—Any vehicle used by a scavenger in his or her businesses shall be watertight and equipped with airtight covers for portions used for the transportation of refuse.~~

~~(2000 Code, § 5.48.020)~~

~~§ 118.147 DISPOSAL OR STORAGE OF REFUSE.~~

~~—No scavenger shall dispose of or store any refuse in any place within the municipality or within one mile thereof, except with the permission of the Mayor and Council.~~

~~(2000 Code, § 5.48.030) Penalty, see § 118.999~~

SECONDHAND ARTICLES DROP-OFF CONTAINERS

§ 118.190 DEFINITIONS.

For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

SECONDHAND ARTICLES DROP-OFF CONTAINER. Any receptacle, box or holder used to collect secondhand articles. Whenever the words “container” or “containers” are used in this subchapter, they shall mean a SECONDHAND ARTICLES DROP-OFF CONTAINER. Examples of these containers are the containers placed by Good Will, Amvets and other organizations for the collection of secondhand articles.

(2000 Code, § 5.74.010)

§ 118.191 PROHIBITIONS.

Secondhand articles drop-off containers are prohibited ~~for~~ from for-profit use. Secondhand articles drop-off containers are prohibited in all zoning districts except commercial, institutional, and industrial ~~the manufacturing~~ districts.

(2000 Code, § 5.74.020) Penalty, see § 118.999

~~§ 118.192 LICENSING AND INSPECTION.~~

~~—All containers located in the city must be inspected and licensed by the city. The inspections shall be conducted annually by the city's Fire Department. The annual fee for such a license and inspection shall be \$250 for the first container owned by the entity and \$50 for each additional container owned by the entity that is located in the city.~~

~~(2000 Code, § 5.74.030)~~

§ 118.193 REGULATIONS.

The following regulations shall apply to all such containers:

- (A) No articles shall be permitted to accumulate outside of the container;
- (B) The container must not block any public road or sidewalk;
- (C) The container must not impede motorists' line of sight;
- (D) No flammable or hazardous materials or perishable items should be placed or kept in the container;
- (E) The container shall be no larger than 60 cubic feet;
- (F) The container shall be anchored to the ground in such a manner that it cannot be easily tipped over;
- (G) The container and the area surrounding it shall be kept clean and free from trash and debris;
- (H) The container shall be kept freshly painted and no rust shall be allowed to show; and
- (I) The container shall be equipped with a lid and/or doors that automatically close after articles are deposited in the container.

(2000 Code, § 5.74.040)

~~§ 118.194 NONUSABLE CONTAINER.~~

~~—Once a container becomes unusable, or does not pass inspection by the Fire Department, it must be immediately removed. If it is not removed within 14 days of the Fire Department's notice to remove, the city may remove and dispose of same and charge the licensee its costs of removal and disposal.~~

~~(2000 Code, § 5.74.050) Penalty, see § 118.999~~

~~§ 118.195 APPLICATION FOR LICENSE.~~

~~—(A) An applicant for a license must submit an application form provided by the city. The application must be signed by the applicant. In the event the applicant is a corporation or partnership, it must be signed by the president and secretary of the corporation, if a corporation, and by the partners, if a partnership. All such signatures shall be under oath.~~

~~—(B) The application shall contain, at a minimum, the following information and documents:~~

~~—(1) Name and principal street address of applicant;~~

~~—(2) A statement that the applicant is a not-for-profit entity (documentation evidencing same shall be furnished);~~

~~—(3) A description of where the used articles are sent and the ultimate disposition of same;~~

~~—(4) Whether the used articles are sold, and if so, an explanation why;~~

~~—(5) A statement as to how long the entity has been in business;~~

~~—(6) A color photograph of the proposed container; and~~

~~—(7) A site plan showing the proposed location of the container.~~

~~(2000 Code, § 5.74.060)~~

~~§ 118.999 PENALTY~~

~~—(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.~~

~~—(B) (1) In addition to whatever penalties are applicable under the Illinois Criminal Code, if a person fails or refuses to obey or comply with or violates any of the provisions of §§ 118.020 through 118.041 or § 118.160 through 118.180 the person, upon conviction of an offense, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$750 or by imprisonment not to exceed six months, or both, in the discretion of the court. Each violation or noncompliance shall be considered a separate and distinct offense. Further, each day of continued violation or noncompliance shall be considered as a separate offense.~~

~~—(2) Nothing herein contained shall prevent or restrict the city from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any violation or noncompliance. Other lawful actions shall include, but shall not be limited to, an equitable action for injunctive relief or an action at law for damages.~~

~~—(3) All remedies and penalties provided for in this division (B) shall be cumulative and independently available to the city and the city shall be authorized to pursue any and all remedies set forth in this division (B) or other applicable law to the full extent allowed by law.~~

~~{2000 Code, § 5.54.220}~~

~~—(C) Whoever violates §§ 118.057 and 118.058 shall be referred, by a juvenile officer, to the Adolescent Smoking Awareness Program. The program will run on the second Monday of each month at the Family Care Center in Tinley Park (Ingalls Wellness Center). The cost of the program, \$30, will be paid by the offender. Subsequent offenses will require the violator to perform community service.~~

~~{2000 Code, § 5.60.050}~~

~~—(D) The general penalty provisions of § 10.99 of the City of Oak Forest Codified Ordinances shall be applicable to violations of this subchapter. Additionally, the city shall be entitled to recover all costs and expenses, including its reasonable attorneys fees, that it may incur in enforcing the provisions of this subchapter.~~

~~{2000 Code, § 5.74.070} (Am. Ord. 2014-05-04930, passed 5-27-2014)~~



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 9, 2025
TO: Mayor Hortsman, City Council
FROM: Paul Ruane, Assistant Director of Community and Economic Development
SUBJECT: Approval of Resolution 2025-12-0508R, authorizing execution of a tree inventory and management plan partnership agreement with Trees Forever

Background

Resolution No. 2025-12-0508R authorizes the City of Oak Forest to enter into a Tree Inventory and Management Plan Partnership Agreement with Trees Forever. This grant would cover the preparation, reporting, locating, data entry, and plan for all the public trees in Oak Forest.

The City is responsible for coordinating the award of grant funding for use through the Illinois Department of Natural Resources. The City has been awarded up to \$60,000 in order to cover the cost of a tree inventory and a management plan. After execution of the partnership agreement, staff will put together a request for proposals to select a firm to complete the plan at a cost to not exceed \$60,000.

Action Requested

Approval of Resolution 2025-12-0508R.

CITY OF OAK FOREST

RESOLUTION NO. 2025-12-0508R

**A RESOLUTION AUTHORIZING EXECUTION OF A TREE INVENTORY AND MANAGEMENT
PLAN PARTNERSHIP AGREEMENT WITH TREES FOREVER**

(Trees Forever – Tree Inventory and Management Plan Partnership Agreement)

Passed by the City Council, December 9, 2025

Printed and Published, December 9, 2025

Printed and Published in Pamphlet Form
By Authority of the City Council

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

RESOLUTION NO. 2025-12-0508R

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

A RESOLUTION AUTHORIZING EXECUTION OF A TREE INVENTORY AND MANAGEMENT PLAN PARTNERSHIP AGREEMENT WITH TREES FOREVER

(Trees Forever – Tree Inventory and Management Plan Partnership Agreement)

shall be, and is hereby, adopted as follows:

WHEREAS, Trees Forever (the “Authority”), is committed to connect people to the environment through the planting and care of trees, prairie, and other natural areas; and

WHEREAS, the Authority has the power to provide grant funding for use through the Illinois Department of Natural Resources, and

WHEREAS, approval for said funds will impose no financial obligations unless requested outside the scope of work. The City of Oak Forest will be required to allocate 0% of the not to exceed project budget to be determined by the Authority and 100% of any amount that exceeds the not to exceed budget of \$60,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAK FOREST:

Section 1. Preambles.

The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

Section 2. Execute and File Applications.

That the Mayor and City Council authorizes staff to execute and file applications on behalf of the City of Oak Forest with Trees Forever for a tree inventory and management plan partnership agreement.

ADOPTED

This 9th Day of December, 2025

APPROVED By Mayor

This 9th Day of December, 2025

JAMES HORTSMAN, MAYOR

ATTEST:

NICOLE TORMEY, CITY CLERK

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joe McCarthy Second Ward				
Charles Wolf Third Ward				
Curt Kunz Fourth Ward				
James Emmett Fifth Ward				
James Stuewe Sixth Ward				
Seventh Ward				
James Hortsman Mayor				

Exhibit A:
Scope of Work



Illinois Community Canopy – Tree Inventory & Management Plan Partnership Agreement

This is an agreement between Trees Forever and a community tree inventory and management plan grant Partner for the completion of a tree inventory and management plan. As a receiver of an Illinois Community Canopy Tree Inventory & Management Plan Grant, please read the responsibilities and share with your committee. After reading the responsibilities, **sign in the space provided on the last page**. Please email the signed page to Deb at droman@treesforever.org. (or mail a copy to Trees Forever, Attn. Deb, 80 W 8th Ave., Marion, IA 52302) **We are asking you to complete and return this partnership agreement to Trees Forever before your project is officially granted “awarded” status.**

A. Your responsibilities as the local organization/project committee

- Ensure the Inventory and Management Plan contain the following fields:
 - GPS Coordinates
 - Street Address and Relative Location
 - Land Use (i.e., residential, business zone, natural area, park, etc.)
 - Growing Space (i.e., single family home, parkway, park, etc.)
 - Species
 - DBH (Diameter at Breast (standard) Height)
 - Single or multi-stem designation
 - Condition rating including defects (roots, wounds, rot, deadwood, etc.)
 - Risk assessment or categorization including recommendations for trees that need additional assessment
 - Maintenance recommendations
 - General comments or notes
 - Planting spaces (**optional**, but highly encouraged).

- Provide inventory data as a digital spreadsheet with all fields to Trees Forever.

- Ensure Inventory and Management Plan information is accurate and performed by qualified staff or contractors

- Document pre-inventory outreach by contractor to the wider community, please include:
 - Project Goals
 - Opportunity for feedback from the community (how they can provide the feedback)
 - Fliers, social media posts, written communications, or other proof of outreach and promotion

- Ensure Inventory and Management Plan outlines the future standards, specifications, and goals for management of the community’s trees and forests over the next 5 to 7 years and include prioritized action items for a 5 to 7-year period to ensure the community can effectively and efficiently manage their trees.

- Based on an inventory, at least one component from the below list is required as a recommendation and prioritization within the urban forest management plan action items.
 - A description of the organization’s urban forest canopy cover and composition.
 - Prioritized planting locations, including replacements and new plantings.
 - A cyclical pruning schedule and map.
 - Prioritized hazard abatement informed by inventory data.
 - A list of preferred species, prohibited species, and species to be planted in limited quantities.
 - How the urban forest inventory will be used to inform decisions and how it will be updated.
 - A strategy for improving forest age and species structure.
- This plan shall be made available to the Applicant in a document format that can be easily edited and updated, e.g. Microsoft Word or another similar program.
- Document post-inventory presentation of the inventory and management plan to City Council and public presentation to disadvantaged community.
- Implement and document follow up plan with activities solely for disadvantaged communities.
 - “Contractor shall provide a minimum of 8 hours of technical assistance to implement on the ground activities specifically in disadvantaged areas, like tree planting, pruning, invasive species removal, etc.
- Submit a full copy of the Inventory and Management Plan to Trees Forever, along with supporting documentation and final reporting for reimbursement.
- Communicate with your assigned Trees Forever field coordinator regarding public meetings, outreach and promotion, project issues or problems, and general project oversight.
- Educate the public to increase their awareness about the benefits of trees throughout the year (Trees Forever can help with information).
- **Very Important: ALL projects must complete the required project reporting form and return it with any supporting documentation to the Trees Forever office before or by December 31, 2026.**

B. Trees Forever responsibilities

- Provide reporting form to the awarded community project, to be completed after the tree inventory and management plan project is final.
- Provide a Trees Forever staff person assigned to work with your local group by phone, email and when possible, site visits. We will do our best to assist you in these ways:
 - Coordinating technical assistance.
 - Providing education and training materials.
 - Assisting with volunteer coordination.
 - Attending planning meeting and/or outreach events.
 - Providing materials for the media, sample brochures and logos.
 - Helping with event promotion.
 - Organizing a presentation to a group in your community such as council, service club or school group.

Illinois Community Canopy – Tree Inventory & Management Plan Partnership Agreement

COMPLETE AND RETURN TO THE Marion, IA - TREES FOREVER OFFICE

- I understand the responsibilities stated above and, as a subcontractor under the Illinois Community Canopy grant, we agree to work cooperatively with Trees Forever and will fulfill the project partner responsibilities. I understand that Trees Forever requires a tree inventory and management plan from a qualified contractor that includes all the components identified above and that pre-inventory and post-inventory activities are required for project reimbursement. I certify that, according to the above Partnership Agreement, I will comply with these requirements.

Date: 12/09/2025 UEI# HK2ZMRAG89L7

City/community name: City of Oak Forest

Primary contact person: _____
(print please)

Primary contact person: _____
(signature)

*Please email this signed page to Deb Roman at droman@treesforever.org or to our address:
Trees Forever, 80 W 8th Ave. Marion, Iowa 52302, or fax to 319-373-0528.*



(319) 373-0650 • (800) 369-1269
www.treesforever.org
80 W 8th Avenue • Marion, IA 52302

October 28, 2025

Hunter Heyman
Community Planner, City of Oak Forest
15440 S Central Ave
Oak Forest, IL 60452

Dear Hunter,

Congratulations! **Oak Forest** has been selected for an Illinois Community Canopy Tree Inventory & Management Plan grant in **the amount of \$60,000**. This historic opportunity, made possible by Inflation Reduction Act (IRA) funds through the U.S. Forest Service and Illinois DNR, will allow **Oak Forest** to better manage their urban forest resources.

Trees Forever Field Coordinator, **Connie Cowan**, has been assigned to work with your community through the entire inventory and management plan process and she can be contacted at ccowan@treesforever.org or 618-570-5921.

An official partnership agreement is included with this letter outlining the roles and responsibilities of **Oak Forest** as well as Trees Forever, along with some additional details on completing the project and reporting. Your project will not be officially awarded until the partnership agreement is signed with your UEI# and returned to Deb Roman at droman@treesforever.org

We encourage you to tell Illinois Department of Natural Resources how trees have made a difference in your community and how important it is that this program continues. Letters can be addressed to: Natalie Phelps Finnie, Director, Illinois Department of Natural Resources, One Natural Resources Way, Springfield, IL 62702.

When you send your letter, please consider letting us know by sharing a copy of the letter with Trees Forever. If you have questions, please contact your Trees Forever field coordinator or Deb at the Trees Forever Marion office at 1-800-369-1269 x110 or droman@treesforever.org.

Again, congratulations on being selected for an Illinois Community Canopy Tree Inventory & Management Plan grant. We look forward to working with you and your community in the coming year and helping you to plant a better tomorrow.

Sincerely,

Michelle Beisker
CEO
Trees Forever

Jeff Jensen
Director of Community Programs
Trees Forever

Planting a better tomorrow™



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: December 9, 2025

To: Mayor Hortsman, City Council

From: Moses Amidei, City Administrator

Subject: Consideration of the Approval of Resolution 2025-12-0509R, Encouraging Participation and Designation of a Representative to SSMMA's Environmental Justice Committee

Background

The South Suburban Mayors and Managers Association (SSMMA) is one of the City's main intergovernmental Council of Governments that it works closely with in tandem with other municipal organizations pertaining to matters of public policy.

The SSMMA recently established an Environmental Justice Committee where member organizations will meet and work together to discuss "...coordinating resources, identifying funding opportunities, shaping policy and supporting municipal efforts to improve long-term health and community resilience...(pertaining to)...housing, infrastructure, economic development, environmental sustainability, or public health priorities...(to)...better position the region for state and federal funding opportunities."

They are requesting that its member municipal organizations adopt a resolution to acknowledge the importance of this joint effort as well as to establish and confirm the municipal representatives who will serve on this committee from each member municipality.

Staff is proposing that City Administrator Moses Amidei represent the City on said committee, with Assistant Director of Community and Economic Development Paul Ruane to serve as City's alternate committee member.

Recommendation and Action Requested

Staff recommends approval of said Resolution.

For more information about the SSMMA, please visit: <https://www.smma.org/>

MEMORANDUM

TO: South Suburban Mayors and Managers

FROM: David Clay II, EJ Policy & Gov't Affairs Specialist

DATE: NOV.13, 2025

RE: Designation of Municipal Representative(s) to the SSMMA Environmental Justice Committee

OVERVIEW

The South Suburban Mayors and Managers Association (SSMMA) continues its work to address environmental, economic, and quality-of-life challenges facing our Southland communities. As discussed over the past year, the Environmental Justice (EJ) Committee now serves as a regional platform for coordinating resources, identifying funding opportunities, shaping policy, and supporting municipal efforts to improve long-term health and community resilience.

In October, the EJ Committee formally approved the **Environmental Justice Municipal Representative Resolution**, which outlines the Committee's purpose, historical context, and the importance of municipal participation.

The resolution encourages each member municipality to designate its mayor/president and at least one staff representative who can regularly attend meetings and serve as your local point of coordination. Appointed representatives may include managers and administrators, planners, community development staff, public works personnel, or others whose roles align with housing, infrastructure, economic development, environmental sustainability, or public health priorities. This structure will ensure consistency, strengthen municipal collaboration, and better position the region for state and federal funding opportunities.

Please note that SSMMA staff — me and/or Kristi DeLaurentiis—are available to assist with implementation, answer questions, or provide supporting language and background as needed. If your municipality has already designated a representative informally, we ask that you confirm that designation through this process to ensure full alignment and communication. Completed resolutions should be sent to David Clay (david.clay@ssmma.org) by January 1, 2026.

Thank you, as always, for your leadership and continued commitment to advancing shared goals across the Southland.

David Clay II | Environmental Justice Policy and Government Affairs Specialist
South Suburban Mayors and Managers Association
1904 W. 174th Street, East Hazel Crest, IL 60429
Direct: (708) 922-4682 | david.clay@ssmma.org

CITY OF OAK FOREST, ILLINOIS
RESOLUTION 2025-12-0509R
A RESOLUTION ENCOURAGING PARTICIPATION AND
DESIGNATION OF A REPRESENTATIVE TO SSMMA'S
ENVIRONMENTAL JUSTICE COMMITTEE

WHEREAS, the South Suburban Mayors and Manager Association (SSMMA) was founded in 1978 as a vital intergovernmental, not-for-profit council of governments now bringing together 45 member municipalities across Cook and Will Counties, representing nearly 750,000 residents and more than 20,000 businesses across 223 square miles; and,

WHEREAS, SSMMA's mission called for the organization to work cooperatively on land use, transportation, legislation, economic development, solid waste management, stormwater planning, infrastructure, human resources, housing, and community development; and,

WHEREAS, the SSMMA has constituted itself to support and provide technical assistance to its member municipalities with the aim of improving quality of life, public health, and economic resilience in the South Suburbs; and,

WHEREAS, the SSMMA first organized itself into five committees which focused on housing, legislative and intergovernmental, management and finance, public safety, and transportation; and,

WHEREAS, the SSMMA maintained the Housing Committee to further housing and community redevelopment initiatives and tackle other related issues facing our Southland communities including housing foreclosures, blight, and a lack of affordable housing options; and,

WHEREAS, the SSMMA Housing Committee set forth to encourage community and economic redevelopment, blight reduction, and improving property values and worked to foster racially, ethnically, and culturally diverse residential environments and foster coordination between agencies and organizations involved in fair housing and community development initiatives; and,

WHEREAS, following the Housing Crisis in 2008 and Great Recession in 2009, the Housing Committee was reestablished as the Housing Collaborative to include other partners that support municipal corporation's efforts and initiatives in matters of fair housing, community development, and improving the economic climate and quality of life within the South Suburbs; and,

WHEREAS, in 2023, the SSMMA welcomed federal investments in environmental justice initiatives, which encompass housing, training and workforce development, brownfield remediation, pollution reduction, and infrastructure development that flowed into disadvantaged communities to achieve transformational inclusive economic growth as it could benefit Southland communities that continue to suffer from divestment and blight; and,

WHEREAS, the federal government's Environmental Justice focus on critical issues affecting municipalities led the SSMMA, in 2024, to transition the Housing Collaborative to the Environmental Justice Committee to better focus efforts on the pervasive chronic issues within Southland communities, such as blight, economic hardship, disproportionately high and adverse human health conditions, and the need for safe, affordable, quality housing and opportunity for generational wealth building; and,

WHEREAS, SSMMA's Environmental Justice efforts are squarely focused on achieving transformative, sustainable, and widespread prosperity through intentional policy implementation and accelerate investment; and,

WHEREAS, the Environmental Justice Committee provides a collaborative platform for municipalities and partners to address environmental challenges, identify and secure funding opportunities, and advocate for policies that promote sustainability; and,

WHEREAS, municipal governments play a pivotal role in addressing environmental justice concerns as local leadership is essential to advancing policies and actions that benefit residents and businesses alike; and,

WHEREAS, municipal officials and staff members bring valuable technical expertise and institutional knowledge that can strengthen the collective efforts of the Environmental Justice Committee and benefit their local community and the greater Southland region; and,

WHEREAS, municipal representatives that are interested in advancing environmental justice initiatives, through the Environmental Justice Committee, will be able to actively engage with other committee members, regional partners, and agency representatives, and be advocates that identify local challenges or needs, able to serve as a liaison to the community to ensure it remains informed and contributes to regional solutions; and,

WHEREAS, SSMMA recognizes the importance of municipal engagement in regional environmental justice initiatives and strongly encourages all municipalities within the Southland to appoint designated representatives to the Environmental Justice Committee.

NOW, THEREFORE, Mayors and municipal executives are encouraged to designate a representative to serve on SSMMA’s Environmental Justice Committee, to ensure consistent participation and engagement in policy discussions and learnings, and access to resources, grants, and technical assistance facilitated through the SSMMA.

DESIGNATION OR APPOINTMENT TO SSMMA’S ENVIRONMENTAL JUSTICE COMMITTEE:

The City of Oak Forest, Cook County, Illinois recognizes that we collectively strengthen our ability to address environmental injustice by actively participating in SSMMA’s Environmental Justice Committee.

As Mayor, I, Jim Hortsman, appoint MOSES AMIDEI, CITY ADMINISTRATOR, to be our representative on SSMMA’s Environmental Justice Committee.

In addition, I name PAUL RUANE, ASSISTANT DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT, to serve as our alternate municipal representative.

SECTION 1: This Resolution shall be in full force and effect from and after the date of its passage and approval.

ADOPTED and approved by the City Council of the City of Oak Forest this 9th day of December, 2025, pursuant to a roll call vote as follows:

Ward	Alderman	Ayes	Nays	Abstain
1	Ken Keeler			
2	Joseph McCarthy			
3	Charles Wolf			
4	Curt Kunz			
5	Jim Emmet			
6	Jim Stuewe			
7	Ericka Vetter			

APPROVED by me this __ day of _____, 2025.

James Hortsman
Mayor

ATTEST:

Nicole Tormey
City Clerk



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: December 9, 2025

To: Mayor Hortsman, City Council

From: Moses Amidei, City Administrator

Subject: Consideration of the approval of Ordinance 2025-12-1128O, Amending the Code of Ordinances of the City of Oak Forest Regarding Parking Restrictions on City Property Not Designated for Public Parking

Background

The City of Oak Forest owns a number of properties throughout town, some of which are improved with buildings and parking areas and some of which are unimproved or undeveloped. On a number of improved/developed City owned properties, there are areas with designated parking areas intended for use by the general public.

Regarding City-owned properties that are undeveloped/unimproved, City-owned properties that do not have designated public parking spaces for use by the general public, or, City-owned improved properties (such as improved but vacant properties that are acquired by the City that are not intended to be immediately used by the general public), an enforcement mechanism needs to be established within the City's Code of Ordinances should unauthorized vehicle parking commence upon said property(ies).

Staff has prepared an amendment to the City's Code of Ordinances in efforts to establish an enforcement mechanism should parking take place upon a City-owned property where the parking of vehicles has not been authorized or is occurring in an area that is not designated for public parking. The ordinance allows the City to authorize vehicle parking on City-owned property on a case-by-case basis when deemed appropriate.

The enforcement mechanism behind this ordinance will be through the posting of signs and via the City's administrative adjudication process.

Recommendation and Action Requested

Staff recommends that the proposed ordinance be adopted by the City Council in efforts to establish an enforcement mechanism regarding the unauthorized parking of vehicles on City-owned property.

**CITY OF OAK FOREST, ILLINOIS
ORDINANCE 2025-12-11280**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE CITY OF OAK FOREST REGARDING PARKING RESTRICTIONS ON CITY
PROPERTY NOT DESIGNATED FOR PUBLIC PARKING**

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

WHEREAS, it is the desire of the City to update its Code of Ordinances as it relates to prohibited parking areas on City property not designated for public parking.

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

SECTION I: That Section 73.03 of the Code of Ordinances of the City of Oak Forest entitled “PARKING ON PARKWAY OR PRIVATE PROPERTY” is hereby amended to read as follows:

§ 73.03 PARKING ON PARKWAY, CITY OR PRIVATE PROPERTY.

(A) Except as otherwise provided in this section, or when necessary to avoid conflict with other traffic, or in case of roadway construction, excavation or repair, or within 12 hours following a snowfall of two inches or more, or in compliance with the direction of a police officer or official traffic sign or signal, no person shall stop, stand or park a vehicle on a parkway or in the area between a residence and the roadway.

(B) No person shall stop, stand or park a vehicle upon any private parking lot or private property unless authorized by the owner or proprietor thereof.

(C) No person shall stop, stand or park a vehicle upon any City owned or controlled property, unless authorized by the City, except as follows:

1. The designated public parking spots at City Hall located at 15440 South Central Avenue Oak Forest, Illinois 60452.
2. The designated public parking spots at Fire Station 1, located at 5620 James Drive and Fire Station 2, located at 4907 West 167th Street, Oak Forest, Illinois 60452.
3. The designated public parking spots located at the City’s Commuter Parking Lots located at or adjacent to 15846 Cicero Avenue, 15700 Cicero Avenue and 15900 Oak Avenue, Oak Forest, Illinois 60452.

SECTION II: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent and only to the extent they are in conflict herewith.

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

Passed by the Corporate Authorities on December 9, 2025 on a roll call vote as follows:

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

APPROVED this _____ day of _____ 2025.

Approved: _____
Mayor

ATTEST:

City Clerk

PUBLISHED in pamphlet form this _____ day of December, 2025.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: December 9, 2025

To: Mayor Hortsman, City Council

From: Bridget Parfitt, Human Resource Manager

Subject: Approval of resolution 2025-12-0500R, approving post-employment healthcare funding plan (VEBA) for the Oak Forest Public Works, Teamsters Local 700 union members.

Background

The Oak Forest Public Works Teamsters Local 700 union members have approached the City with a desire to add a post-employment healthcare funding plan (VEBA) for its members. All VEBA payments by the Oak Forest Public Works Local 700 union members will be placed in a trust administered by the Illinois Public Pension Fund Association (IPPPFA). There is no financial impact to the City, and the Union acknowledges that the City serves only as the government sponsor, as detailed in section three (3) of the agreement.

Recommendation and Action Requested

Approval of the resolution 2025-12-0500R authorizing the implementation of the Oak Forest Public Works Teamsters Local 700 VEBA plan.

**CITY OF OAK FOREST, ILLINOIS
RESOLUTION 2025-12-0500R**

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
IMPLEMENTING A HEALTHCARE FUNDING PLAN (VEBA) FOR THE
OAK FOREST PUBLIC WORKS TEAMSTERS LOCAL 700**

WHEREAS, the Parties have previously entered into a collective bargaining agreement, dated May 1, 2022 (the "Collective Bargaining Agreement"); and,

WHEREAS, under Section 20.7 of the Collective Bargaining Agreement, the Parties may enter into a memorandum of understanding that provides for the deferment of compensation from employees covered by the Collective Bargaining Agreement to be used for health insurance upon retirement through a plan of a private company at no cost to the City; and,

WHEREAS, both Parties desire to facilitate such deferment of compensation through a Post-Retirement Healthcare Funding Plan (the "Plan") created by the Illinois Public Pension Fund Association ("IPPPFA") for the use of its member jurisdictions and for adoption by governmental employers for the benefit of their respective employees and beneficiaries; and,

WHEREAS, the City of Oak Forest RHF Welfare Benefit Plan, the City of Oak Forest Retirement Healthcare Funding Trust Agreement, and the corresponding Specifications document (the "Plan Documents") have been created to organize and operate the Plan.

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

SECTION ONE: That the City Administrator be and is hereby authorized and directed to execute the attached Memorandum of Understanding (MOU) (Exhibit "A") by and between the City of Oak Forest and Teamsters Local 700, subject to the prior execution of said MOU by Teamsters Local 700.

SECTION TWO: That this Resolution shall be in full force and effect after passage and approval as required by law.

PASSED this 9th day of December, 2025 by the following roll call vote:

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

APPROVED this ____ day of _____ 2025.

Approved: _____
Mayor

ATTEST: _____
City Clerk

MEMORANDUM OF UNDERSTANDING FOR POST-RETIREMENT HEALTHCARE FUNDING PLAN AMENDMENT

THIS MEMORANDUM OF UNDERSTANDING (the "Understanding"), is made and entered into as of December 9, 2025 (the "Effective Date") by and between the City of Oak Forest, an Illinois Home-Rule municipality (the "City") and Teamsters Local 700 (the "Union"). The City and the Union are sometimes referred to herein as a "Party" or the "Parties."

RECITALS

WHEREAS, the Parties have previously entered into a collective bargaining agreement, dated May 1, 2022 (the "Collective Bargaining Agreement"); and,

WHEREAS, under Section 20.7 of the Collective Bargaining Agreement, the Parties may enter into a memorandum of understanding that provides for the deferment of compensation from employees covered by the Collective Bargaining Agreement to be used for health insurance upon retirement through a plan of a private company at no cost to the City; and,

WHEREAS, both Parties desire to facilitate such deferment of compensation through a Post-Retirement Healthcare Funding Plan (the "Plan") created by the Illinois Public Pension Fund Association ("IPPPFA") for the use of its member jurisdictions and for adoption by governmental employers for the benefit of their respective employees and beneficiaries; and,

WHEREAS, the City of Oak Forest RHF Welfare Benefit Plan, the City of Oak Forest Retirement Healthcare Funding Trust Agreement, and the corresponding Specifications document (the "Plan Documents") have been created to organize and operate the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree and enter into this Understanding as follows:

SECTION 1: Both Parties have reviewed the Plan Documents and (a) find the Plan Documents to be reasonable and beneficial to the Plan, (b) acknowledge that the Plan Documents will serve the objectives of Section 20.7 of the Collective Bargaining Agreement; and, (c) approve the Plan Documents.

SECTION 2: The City shall contribute the following amounts to the Plan, on behalf of those employees covered by the Collective Bargaining Agreement, in accordance with the provisions of the Collective Bargaining Agreement:

- (a) An employer contribution of one percent (1%) of an employee's gross income per pay period including overtime, paid as a reduction of that employee's pay, and not as additional compensation from the City to such employee.

- (b) This agreement covers all members of the bargaining unit hired after 1980; it is understood that those members that have signed an opt-out form are ineligible from participating.
- (c) If a member of the bargaining unit is promoted out of the bargaining unit on or after August 1st, 2025, that member will be covered under this agreement.
- (d) When a member retires, all end of career pay due e.g. sick, vacation, and applicable Section 20.7 Retiree Bonus will be deposited into the members Retirement Healthcare Funding Plan.
- (e) The Union may vote annually to modify section (d). The vote must occur in the 4th quarter of the year to be effective for the next year. The Union will notify the City no later than December 15th of any changes.

The City's only obligation with respect to the administration of the Plan shall be those activities described in this Section 2 of this Understanding, with the Union assuming responsibility to ensure the proper administration of the Plan.

SECTION 3: The Union hereby agrees and acknowledges that the City serves as the governmental sponsor of the Union Voluntary Employees' Beneficiary Association ("VEBA"). The Union has represented to the City that the VEBA has been established as a tax-exempt trust fund, authorized under Section 501(c)(9) of the Internal Revenue Code, that provides employees with various welfare benefits. The Union shall undertake all actions and activities necessary to ensure the Plan is administered in a reasonable and lawful manner. The Union agrees that all ensuring the appropriate accounting, filings and related documentation related to the VEBA is the responsibility of the Union. The Union acknowledges that the VEBA is administered by a third-party agent of the Union and along with the Union assumes the role and responsibility of supervision, administration and legal compliance of all matters related to the VEBA or any amendments.

SECTION 4: The Union hereby represents and acknowledges that this Understanding, as well as the procedures used to draft and execute this Understanding, comport with any and all procedural or substantive requirements under Section 20.7 of the Collective Bargaining Agreement. The Union agrees to pay any and all fees, costs, or amounts due that are directly or indirectly associated with the creation, organization, operation, or administration of the Plan, and these changes thereto, and under no circumstances shall the City be liable for or obligated to pay any such fees, costs, or amounts due. The Union agrees that the funding, distributions and administration of the VEBA shall be at no cost to the City.

SECTION 5: Union hereby represents and acknowledges that this Understanding, as well as the procedures used to draft and execute this Understanding, comport with any and all procedural or substantive requirements under Section 20.7 and applicable provisions of the Collective Bargaining Agreement, and Union hereby releases and forever discharges the City and its respective administrators, agents, employees, assigns, officers, and all other persons, firms, attorneys, or corporations from any and all claims, demands, damages, actions, causes of action or suits with respect to any terms of the Collective Bargaining Agreement.

SECTION 6: Union shall indemnify, defend, and hold harmless the City and its respective administrators, agents, employees, assigns, officers, and all other persons, firms, attorneys, or corporations from and against any and all claims, damages, liabilities, losses, judgments, settlements, lost profits, taxes, fines, penalties, liens, attorney fees, costs, and expenses arising out or related to the creation, organization, operation, or administration of the Plan.

IN WITNESS WHEREOF, the Parties have duly executed this Understanding pursuant to all requisite authorizations as of the Effective Date.

CITY OF OAK FOREST
an Illinois Home-Rule Municipal Corporation

Name:

Title:

Date:

TEAMSTERS LOCAL 700

Name:

Title:

Date:

Name:

Title:

Date:

**Oak Forest Firefighters Union Local 3039
Post Employment Health Plan**

501(c)(9) TRUST AGREEMENT

January 1, 2007

Oak Forest Firefighters Union Local 3039 Post Employment Health Plan

501(c)(9) TRUST AGREEMENT

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**Oak Forest Firefighters Union Local 3039
Post Employment Health Plan**

501(c)(9) TRUST AGREEMENT

THIS AGREEMENT, made and entered into by and between **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** (the "**Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**") and GREATBANC TRUST COMPANY (herein referred to as the "Trustee"),

WITNESSETH THAT:

WHEREAS, the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** has previously or concurrently adopted the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan Retirement Medical Savings Account Plan**, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** intends that this Trust, as defined herein, comply with Section 501(c)(9) of the Internal Revenue Code of 1986 (the "Code");

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, the Trustee and the Administrator do hereby covenant and agree as follows:

ARTICLE I

TRUST AND TRUST FUND

1.1 NAME OF TRUST

This Trust shall be entitled **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** Retirement Medical Savings Account 501(c)(9) Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

ARTICLE II

PLAN

2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

ARTICLE III

ADMINISTRATOR

3.1 APPOINTMENT OF ADMINISTRATOR

The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such

Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

3.2 DIRECTIONS TO TRUSTEE

- (a) all directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.
- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

ARTICLE IV

CONTRIBUTIONS

4.1 RECEIPT OF CONTRIBUTIONS

The Trustee shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

ARTICLE V

TRUSTEE

5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be designated by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of

Plan assets is consistent with the "funding plan and method" adopted by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, but may rely on the direction of the Administrator and/or the Investment Manager;

- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;
- (c) to maintain records of receipts and disbursements and furnish to the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with the "Funding Policy and Method", the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable, so that at all times the Plan may qualify as an employee welfare benefit plan and the Trust as a trust which complies with Section 501(c)(9) of the Code.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee's fees due from the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.

- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**;
- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;

- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;
- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;
- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 501(c)(9) trust created by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**. All taxes of any kind and all kinds

whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**. Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee shall furnish to the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and

- (e) such further information as the Trustee and/or Administrator deems appropriate. The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** of any statement of account shall be binding as to all matters embraced therein as between the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:
- (1) statement of the assets and liabilities of the Plan;
 - (2) statement of changes in net assets available to the Plan;
 - (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;
 - (4) a list of all leases in default or uncollectible during the Plan Year;
 - (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and

- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**; and such successor, upon accepting such appointment in writing and delivering same to the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** shall become the Trustee hereunder.
- (d) The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were

originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan's** approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

ARTICLE VI

AMENDMENT, TERMINATION AND MERGERS

6.1 AMENDMENT

The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement. However, no such amendment shall authorize or permit any part of the corpus or income of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to, or inure privately to individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**; and no such amendment which affects the rights, duties or responsibilities of the Trustee or of the Administrator may be made without the written consent of the Trustee and of the Administrator. Any such amendment shall become effective upon delivery of a duly executed instrument to the Trustee, provided that the Trustee shall in writing consent to the terms of such amendment.

6.2 TERMINATION OF TRUST BY OAK FOREST FIREFIGHTERS UNION LOCAL 3039 POST EMPLOYMENT HEALTH PLAN

The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written

notice of such termination. Upon such termination of the Trust, the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, by written notice to the Trustee and Administrator, may direct either:

- (a) complete distribution of the assets in the Trust Fund to the Participants or their Beneficiaries as soon as the Administrator deems it to be in the best interests of the Participants or their Beneficiaries, except however, such distribution shall only be made (1) pursuant to the terms of a collective bargaining agreement, or (2) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers, shareholders, or highly compensated Employees of the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**; or
- (b) that any assets remaining in the Trust after the satisfaction of all liabilities to existing Participants or their Beneficiaries, shall be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided, however, that such benefits shall not be provided in disproportionate amounts to officers, shareholders, or highly compensated Employees of the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**.

6.3 MERGER, CONSOLIDATION OR TRANSFER

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) trust, maintained by such participant's new or previous **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 501(c)(9). The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

ARTICLE VII

MISCELLANEOUS

7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under Section 501(c)(9) of the Code, as amended from time to time. Until advised otherwise, the Trustee may conclusively presume that this Trust is qualified under Section 501(c)(9) of the Code as amended from time to time, and that this Trust is exempt from federal income taxes.
- (b) The Administrator, within a reasonable time after the initial adoption of the Plan, or upon an amendment of any of its elective provisions, shall promptly cause an application to be filed by or on behalf of the Plan with the Internal Revenue Service requesting a determination letter that the Trust as adopted qualifies as a tax-exempt trust under Section 501(c)(9) of the Code.
- (c) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under Section 501(c)(9) of the Code, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** or to interfere with the right of the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person,

nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**.

7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

7.11 INDEMNIFICATION OF TRUSTEE

The **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** from all loss or liability unless the such loss or liability is due to the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan's** negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee nor the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan** shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**, any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or **Oak Forest Firefighters Union Local 3039 Post Employment Health Plan**.

7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

ARTICLE VIII

EXECUTION

8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

- (a) Oak Forest Firefighters Union Local 3039 Retiree Healthcare Savings Plan: The Oak Forest Firefighters Union Local 3039 Retiree Healthcare Savings Plan is named in the attached Adoption Agreement.

Dated this 9 day of July, 2007



- (b) TRUSTEE: GREATBANC TRUST COMPANY

Dated this ___ day of _____, 200_.

Signed by: _____

Title: _____

Signature: _____

115 TRUST AGREEMENT RETIREE HEALTHCARE FUNDING PLAN

Name of Plan

Effective Date: _____

NAME OF PLAN
RETIREE HEALTHCARE FUNDING PLAN

115 TRUST AGREEMENT

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**NAME OF PLAN
RETIREE HEALTHCARE FUNDING**

115 TRUST AGREEMENT

THIS AGREEMENT is hereby established by Name of Plan

WITNESSETH THAT:

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the Name of Plan has previously or concurrently adopted the Name of Plan Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 115 of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

ARTICLE I

TRUST AND TRUST FUND

1.1 NAME OF TRUST

This Trust shall be entitled Name of Plan Retiree Healthcare Funding Plan 115 Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

ARTICLE II

PLAN

2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

ARTICLE III

ADMINISTRATOR

3.1 APPOINTMENT OF ADMINISTRATOR

Babbitt Municipalities, Inc. is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

3.2 DIRECTIONS TO TRUSTEE

- (a) All directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.
- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

ARTICLE IV

CONTRIBUTIONS

4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

ARTICLE V

TRUSTEE

5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with any "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;
- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;
- (c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with any “Funding Policy and Method”, the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee’s fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.
- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;
- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);
- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;
- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 115 trust as permitted by the Code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they

were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:
 - (1) statement of the assets and liabilities of the Plan;
 - (2) statement of changes in net assets available to the Plan;

- (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;
- (4) a list of all leases in default or uncollectible during the Plan Year;
- (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.
- (d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the

estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

ARTICLE VI

AMENDMENT, TERMINATION AND MERGERS

6.1 AMENDMENT

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement.

6.2 TERMINATION OF TRUST BY PARTY(S)

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

- (a) complete distribution of the assets in the Trust Fund to the Participants or their Beneficiaries as soon as the Administrator deems it to be in the best interests of the Participants or their Beneficiaries, except however, such distribution shall only be made (1) pursuant to the terms of a collective bargaining agreement, or (2) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers, shareholders, or highly compensated Employees; or
- (b) that any assets remaining in the Trust after the satisfaction of all liabilities to existing Participants or their Beneficiaries, shall be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided, however, that such benefits shall not be provided in disproportionate amounts to officers, shareholders, or highly compensated Employees.

6.3 MERGER, CONSOLIDATION OR TRANSFER

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by the Code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 115. The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

ARTICLE VII

MISCELLANEOUS

7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under the governmental authority provided by IRC Section 115, as amended from time to time.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or

Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided,

however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

ARTICLE VIII

EXECUTION

8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this ____ day of _____, 20__.

(a) Signed by: _____

Title: _____

Signature: _____

CITY OF

RETIREE DEATH BENEFITS PLAN

RETIREE DEATH BENEFITS PLAN

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RETIREE DEATH BENEFITS PLAN

ARTICLE I

Preamble

THIS INSTRUMENT made and published by the City of _____, Illinois (hereinafter called "Employer") on the __ day of November, 2024 creates the City of _____ Retiree Death Benefits Plan, as follows:

1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Death Benefits Plan as of the _____ day of November, 2024.

1.02 Purpose of Plan

This Plan has been established to pay to the Beneficiaries of the deceased eligible Retirees of the Employer a death benefit amount equal to the Employer reversion amount paid to the Employer pursuant to the Employer's Retirement Healthcare Funding Plan with NPPFA.

ARTICLE II

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

2.01 "Beneficiary" means the person or persons who have been designated to receive the Retiree's death benefit payable pursuant to Section 4.01. A Retiree may designate any person or persons (who may be designated contingently or successively and who may be an entity other than a natural person) as his Beneficiary or Beneficiaries to whom the Retiree's death benefit is paid. Each Beneficiary designation shall be in the form prescribed by the Plan Administrator and will be effective only when filed with the Plan Administrator during the Retiree's lifetime. Each Beneficiary designation filed with the Plan Administrator will cancel all Beneficiary designations previously filed with the Plan Administrator. If any Retiree fails to properly designate a Beneficiary in the manner provided above, or if the Beneficiary designated by the Retiree dies before the Retiree, the default Beneficiary(ies) shall be the Retiree's heirs at law as if the Retiree died in intestate as an Illinois resident.

2.02 "Employer" means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.

2.03 "Entry Date" means the first day the Participant meets the eligibility requirements of Article III as of such Date.

2.04 "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.

2.05 "Plan Administrator" means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

2.06 "Plan Year" means the annual accounting period of the Plan, which begins on the 18th day of August, 2014, and ends on the 31st day of December, 2014, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on January 1st, and ends on December 31st.

2.07 "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's Retirement Healthcare Funding Plan.

ARTICLE III

Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's Retirement Healthcare Funding Plan shall be eligible to participate in this Plan.

ARTICLE IV

Amount of Benefits

4.01 Death Benefit Provided by the Plan

Each Participant's Beneficiary(ies) shall be entitled to a payment upon the death of the Participant in the amount of the account balance of the Participant in the Employer's Retirement Healthcare Funding Plan that is forfeited to the Employer pursuant to the terms of the Employer's Retirement Healthcare Funding Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed solely from the forfeiture amounts actually paid to the Employer with respect to the Retiree pursuant to the Employer's Retirement Healthcare Funding Plan.

ARTICLE V

Payment of Benefits

5.01 Eligibility for Benefits

- (a) Each Participant in the Plan shall be entitled to a death benefit hereunder on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V.
- (b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's Specification Document.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Beneficiary has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Beneficiary the benefits provided under this Plan as soon as is administratively feasible.

ARTICLE VI

Plan Administration

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;

To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and

To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.

To require any person to furnish such reasonable information as it may request for the purpose of the

proper administration of the Plan as a condition to receiving any benefits under the Plan;

To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer.

6.07 Timeliness of Payment for Benefits

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

ARTICLE VII

Claims Procedure

7.01 Procedure if Benefits are Denied Under the Plan

Any Beneficiary, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Beneficiary to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- (d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the

claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

ARTICLE VIII

Amendment or Termination of Plan

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

ARTICLE IX

General Provisions

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

9.03 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.04 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Beneficiary or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Beneficiary or other person after reasonable effort have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Beneficiary or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Beneficiary or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.05 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant or Beneficiary shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.06 Source of Payments

The amounts actually forfeited to the Employer with respect to an individual Participant pursuant to the Employer's Retirement Healthcare Funding Plan. No Participant or Beneficiary shall have any right to, or interest in, any assets of the Employer, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Beneficiary.

9.07 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Beneficiary hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.08 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.09 Gender and Number

Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

9.10 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.11 Applicable Laws

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Illinois.

9.12 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER:

By: _____
Signature of Authorized Official

Title: _____

ATTEST (if applicable)

By: _____
Signature of Attestor

Title: _____

 501(c)(9) TRUST AGREEMENT
RETIREE HEALTHCARE FUNDING PLAN

Name of Plan Retirement Healthcare Funding Plan

Effective Date: _____

Name of Plan
RETIREE HEALTHCARE FUNDING

501(c)(9) TRUST AGREEMENT

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Name of Plan

RETIREE HEALTHCARE FUNDING

501(c)(9) TRUST AGREEMENT

THIS AGREEMENT is hereby established by Name of Plan.

WITNESSETH THAT:

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the Name of Plan has previously or concurrently adopted the Name of Plan Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 501(c)(9) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

ARTICLE I

TRUST AND TRUST FUND

1.1 NAME OF TRUST

This Trust shall be entitled Name of Plan Retiree Healthcare Funding 501(c)(9) Trust Agreement (hereinafter referred to as the "Trust") and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the

following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

ARTICLE II

PLAN

2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

ARTICLE III

ADMINISTRATOR

3.1 APPOINTMENT OF ADMINISTRATOR

Babbitt Municipalities, Inc. is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

3.2 DIRECTIONS TO TRUSTEE

- (a) all directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.

- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

ARTICLE IV

CONTRIBUTIONS

4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

ARTICLE V

TRUSTEE

5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with the "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;
- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;

- (c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with the “Funding Policy and Method”, the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable, so that at all times the Plan may qualify as an employee welfare benefit plan and the Trust as a trust which complies with Section 501(c)(9) of the Code.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee’s fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.
- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses

related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;
- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;

- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);
- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;

- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;
- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 501(c)(9) trust as permitted by the code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on

such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:

- (1) statement of the assets and liabilities of the Plan;
- (2) statement of changes in net assets available to the Plan;
- (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;
- (4) a list of all leases in default or uncollectible during the Plan Year;
- (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.

- (d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.
- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

ARTICLE VI

AMENDMENT, TERMINATION AND MERGERS

6.1 AMENDMENT

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement. However, no such amendment shall authorize or permit any part of the corpus or income of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to, or inure privately to individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the sponsoring employer; and no such amendment which affects the rights, duties or responsibilities of the Trustee or of the Administrator may be made without the written consent of the Trustee and of the Administrator. Any such amendment shall become effective upon delivery of a duly executed instrument to the Trustee, provided that the Trustee shall in writing consent to the terms of such amendment.

6.2 TERMINATION OF TRUST BY PARTY(S)

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

- (a) complete distribution of the assets in the Trust Fund to the Participants or their Beneficiaries as soon as the Administrator deems it to be in the best interests of the Participants or their Beneficiaries, except however, such distribution shall

only be made (1) pursuant to the terms of a collective bargaining agreement, or (2) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers, shareholders, or highly compensated Employees; or

- (b) that any assets remaining in the Trust after the satisfaction of all liabilities to existing Participants or their Beneficiaries, shall be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided, however, that such benefits shall not be provided in disproportionate amounts to officers, shareholders, or highly compensated Employees.

6.3 MERGER, CONSOLIDATION OR TRANSFER

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 501(c)(9). The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

ARTICLE VII

MISCELLANEOUS

7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under Section 501(c)(9) of the Code or the governmental authority provided by IRC Section 115, as amended from time to time. Until advised otherwise, the Trustee may conclusively presume that this Trust is qualified under Section 501(c)(9) of the

Code as amended from time to time, and that this Trust is exempt from federal income taxes.

- (b) The Administrator, within a reasonable time after the initial adoption of the Plan, or upon an amendment of any of its elective provisions, shall promptly cause an application to be filed by or on behalf of the Plan with the Internal Revenue Service requesting a determination letter that the Trust as adopted qualifies as a tax-exempt trust under Section 501(c)(9) of the Code.
- (c) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under Section 501(c)(9) of the Code nor IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.

- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

ARTICLE VIII

EXECUTION

8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this ____ day of 20__.

(a) Signed by: _____

Title: _____

Signature: _____