

CITY OF OAK FOREST

City Council

Meeting Agenda

Tuesday, December 12, 2023 – 7:30 p.m.

City Council Chambers



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

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

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1. Pledge of Allegiance
 2. Roll call
 3. Announcements
 4. Motion to establish Consent Agenda
 5. Consent Agenda
 - A. Approval of minutes:
 1. City Council - November 14, 2023
 2. Committee of the Whole - November 14, 2023
 - B. Consideration of the following list of bills dated:
 1. Regular bills - FY 2023-2024
 - C. Consideration of the following minutes:
 1. Fire & Police Commission - November 14, 2023
 2. Fire & Police Commission - November 17, 2023
 3. Emergency Telephone System Board - November 7, 2023
 4. Economic Advisory Council - October 4, 2023
 5. Planning and Zoning Commission - August 16, 2023

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6. Administration

- A. Appointment of Dan Walsh to the Oak Forest Economic Advisory Council. See attached memo with supporting details from Mayor Henry L. Kuspa.
- B. Approval of Resolution No. 2023-12-0451R authorizing support and consent to designate 15900 S. Cicero Avenue as a priority southland tax reactivation property pursuant to Public Act 102-1010. See attached memo with supporting details from Community Planner Paul Ruane.
- C. Approval of Resolution No. 2023-12-0454R adopting the Tree Removal Assistance Program for the benefit of the City of Oak Forest. See the attached memo with supporting details from City Administrator Timothy J. Kristin.
- C. Approval of Ordinance No. 2023-12-1010O amending Title XI, Chapter 117 of the City of Oak Forest Municipal Code entitled "Business Regulations" and adding sections 117.50-117.56, "Short-Term Vacation Rentals". See the attached memo with supporting details from City Administrator Timothy J. Kristin.
- D. Approval of an Ordinance No. 2023-12-1009O repealing Ordinance No. 2020-09-0840O of the City of Oak Forest Municipal Code of Ordinances in its entirety incorporating changes to the Oak Forest Personnel Policy Manual. See attached memo with supporting details from HR Manager Bridget DiSanto.

7. Public Works

- A. Approval of 2022 Water Main Improvements Project - Pay Estimate No.3 in the budgeted amount of \$1,255,805.68. See the attached memo with supporting details from Public Works Director Michael Salamowicz.
- B. Approval of Resolution No. 2023-12-00455R approving an agreement between the City of Oak Forest and RAR of Romeoville LLC for a reduction of the letter of credit for Culver's located at 5410 W. 159th St to the new amount of \$25,000.00.

8. Fire Department

- A. Approval of an agreement between the Oak Forest Fire Department and the Orland Park Fire Protection District for dispatching services. See the attached memo with supporting details from Fire Chief Garrick Kasper.
- B. Approval of an agreement between the Oak Forest Fire Department and Advocate Medical Group for professional services to provide annual physicals. See the attached memo with supporting details from Fire Chief Garrick Kasper.

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9. Community Development

- A. Approval of Resolution No. 2023-12-0449R supporting and consenting to a renewal application to the Cook County Assessor of a Class 8 Tax Incentive application for the property commonly known as 4243 W. 166th Street. See the attached memo with supporting details from Community Planner Paul Ruane.
- B. Approval of Resolution No. 2023-12-0450R supporting and consenting to a renewal application to the Cook County Assessor of a Class 8 Tax Incentive application for the property commonly known as 6114 W. 159th Street. See the attached memo with supporting details from Community Planner Paul Ruane.

10. Citizen Participation: The Oak Forest City Council invites public comment at its meetings, but it generally does not have the ability to provide an immediate response to some questions raised during the Citizens Participation portion of a council meeting without some reasonable opportunity to review them. Therefore, the City Council encourages questions to also be submitted in writing in the event that they need to be referred to City staff to help assure a more thoughtful and informed response. Individual comments are limited to three (3) minutes.

11. Old business

12. New business

13. Executive session

14. Adjournment



Mayor Kuspa called the City Council meeting to order at 7:40 p.m. with the Pledge of Allegiance and the Roll Call as follows:

Present: Mayor Henry L. Kuspa
Alderman Keeler
Alderman McCarthy
Alderman Wolf
Alderman Emmett
Alderman Hortsman
Alderman Danihel

Absent: Alderman Selman

Also Present: City Clerk Nicole Tormey
City Administrator Tim Kristin
Treasurer Ericka Vetter
Finance Director Colleen Julian
Fire Chief Gary Kasper
Public Works Director Mike Salamowicz
IT Aaron Beatty

3. Announcements

- Announcement from the Oak Forest Broadcast Network, the Community Expo 2023 and ribbon cutting at Morton Gingerwood can be seen streaming on the city's website by clicking CIC-TV programming or view on cable TV Comcast channel 4, Astound RCN channel 6 and AT&T channel 99.
- Get the latest city news delivered directly to your inbox every Friday afternoon. Sign up for the e-Brief newsletter through the Notify Me on the city's website at www.oak-forest.org. Subscribers will receive a confirmation email. If you do not receive one, please check your spam folder. There is a lot of good information.
- Tickets are on sale for the 21st Madrigal Dinner and Show at Oak Forest High School on December 9 and 10. For more information or to purchase tickets, call 708-687-0500, ext. 3603.
- Help us deck the halls by participating in the city's annual trim-a-tree contest. Trees will remain on display through the new year. Complete an application online at www.oak-forest.org.



- Trim-a-tree winners will be announced at the Jolly Jamboree on Saturday, December 2 from 10:00 a.m. to noon at City Hall. Enjoy some holiday cheer as you walk from station to station with friends, family and neighbors. Activities will include photos with Santa, cookie decorating, a visit from Bluey the cartoon character, giant inflatable snow globe, holiday music, and much more. Hope to see you there!
- Yard waste collection ends on November 30. Yard waste, grass clippings, leaves, branches, no dirt or rocks, can be picked up by the end of November. Please place them at the curb on your scheduled garbage day.

4. Motion to Establish Consent Agenda

Alderman Danihel made the motion. Alderman Hortsman seconded.

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

5. Consent Agenda

A. Approval of minutes:

- 1. City Council - September 26, 2023

B. Consideration of the following list of bills dated:

- 1. Regular bills - FY 2023-2024

C. Consideration of the following minutes:

- 1. Emergency Telephone System Board - October 3, 2023



D. Approval of Proclamation No. 2023-11-0300P recognizing Ian Kuehl for achieving the rank of Eagle Scout.

Alderman Emmett made the motion. Alderman Danihel seconded.

Mayor Kuspa asked for questions or comments. Seeing none.

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

Alderman Hortsman read the Proclamation into the record.

6. Administration

A. **Approval of budget adjustment #1 for FY24.**

Alderman McCarthy made the motion. Alderman Danihel seconded.

Finance Director Colleen Julian reported the budget was passed in the spring. A budget adjustment based on expenditures the Council has approved was presented. First item in general fund was the purchase of the holiday decorations in the amount of \$103,960.00 as well as the corresponding grant received from Social Services. The second project that was approved was the purchase and demo of the property 15541 S. Cicero. She proposed transferring money from the general fund to pay for the purchase and demo of the property. The last request was from the 911 Board for a backup emergency operation center.

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

Roll call vote was taken as follows:



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

The motion carried 6/0, 1 absent.

B. Approval of Ordinance 2023-11-1003O Class F Liquor License for Aldi, Inc., 4250 W. 167th Street.

Alderman Keeler made the motion. Alderman Emmett seconded.

Mayor Kuspa reported that Aldi anticipated opening the end of this week. They will be selling beer and wine. This is for carryout liquor.

Mayor Kuspa asked for any questions or comments. Seeing 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 Keeler			
Alderman McCarthy			Alderman Selman
Alderman Wolf			
Alderman Emmett			
Alderman Hortsman			
Alderman Danihel			

The motion carried 6/0, 1 absent.

C. Approval of the appointment of Aaron Beatty to the position of Information Technology Public Safety Manager.

Alderman Wolf made the motion. Alderman Danihel seconded.

Mayor Kuspa stated Aaron has been with the City for a while. He does a tremendous job



as far as technology. He helps the mayor out a lot.

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

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

D. Approval of an amendment to the Memorandum of Understanding (MOU) for the Police Department Voluntary Employees Beneficiary Association (VEBA).

Alderman Hortsman made the motion. Alderman Danihel seconded.

Mayor Kuspa explained VEBA is for employees to put money in a trust and hold for the employee to use for health benefits down the road.

City Administrator Tim Kristin added the minor change this year is they are eliminating age from last year MOU that any retirement incentive would not go into the VEBA.

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

Roll call vote was taken as follows:

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

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The motion carried 6/0, 1 absent.

- E. **Approval of Ordinance No. 2023-11-1004O authorizing the disposal/sale of City owned property at 15541 S. Cicero Ave.**

Alderman Emmett made the motion. Alderman Danihel seconded.

City Administrator Tim Kristin structured the ordinance so he does not have to come back before Council once the property is sold. First the property will be demolished.

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

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

7. Fire Department

- A. **Approval of a continued use and payment to ESO Solution in the budgeted amount of \$10,107.07 for EMS patient care reporting.**

Alderman Emmett made the motion. Alderman Danihel seconded.

Fire Chief Gary Kasper reported this is for continued use of the electronic reporting software. It is used for the mandated EMS reporting and coordinates with the EMS billing.

Mayor Kuspa asked if the reporting of patient care is required by the State of Illinois. Chief Kasper stated yes.

Mayor Kuspa asked for any questions or comments. Seeing 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 Emmett
Alderman Hortsman
Alderman Danihel
Alderman Keeler
Alderman McCarthy
Alderman Wolf

Alderman Selman

The motion carried 6/0, 1 absent.

B. **Approval of payment to Apek Incorporated in the budgeted amount of \$148,535.00 for the Fire Station two roof replacement.**

Alderman Danihel made the motion. Alderman McCarthy seconded.

Fire Chief Gary Kasper reported the budget was set at \$260,000.00. It came in under bid. When they met with the roofers it was understood that there would be an extra cost if there was anything wrong with the wood underlayment.

Mayor Kuspa asked if he was satisfied with their performance. Chief Kasper stated absolutely.

Mayor Kuspa asked for any questions or comments. Seeing 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 Danihel
Alderman Keeler
Alderman McCarthy
Alderman Wolf

Alderman Selman

Alderman Emmett
Alderman Hortsman

The motion carried 6/0, 1 absent.

8. Public Works



- A. Approval of contract with Environmental Cleansing Corporation of Oak Forest in the not to exceed amount of \$109,000.00 for demolition services at 15541 S. Cicero Ave.

Alderman Emmett made the motion. Alderman Danihel seconded.

Public Works Director Mike Salamowicz reported on September 26 they advertised publicly for bids. They received five bids. The lowest bid was from Environmental Cleansing Corporation in the amount of \$109,000.00. They have been in business for over 30 years. They have their own asbestos division.

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

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

- B. Approval of Engineering Services Agreement and Resolution for improvement under the Illinois Highway Code – Supplement No. 3 for the various sidewalk improvements project in the budgeted amount of \$7,660.00.

Alderman Emmett made the motion. Alderman Hortsman seconded.

Public Works Director Mike Salamowicz reported the city received grant funding for the construction of sidewalks at the northern end of the city. Following initial completion of the plans, the City requested Baxter & Woodman add some additional sidewalks to the plans extending to 147th Street in order to tie into an existing property. Baxter & Woodman is requesting a supplement in the amount of \$7,660.00 for the additional work that was done.

Alderman Emmett asked if the sidewalks are specified to the east or west side of the



street and when will the project start. Mike Salamowicz stated they are waiting for right of way from five properties. Before they can get the right of way, they have to get appraisals. The documentation has to be submitted through IDOT. He also stated where it was feasible, they were tying into existing sidewalks.

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

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

C. Approval of 2022 Water Main Improvements Project, Engineering Services Agreement – Supplement No. 1.

Alderman Danihel made the motion. Alderman McCarthy seconded.

Public Works Director Mike Salamowicz reported on January 10, 2023 the Council approved a contract with M&J Underground to complete the first round of the water main improvements. On February 14, 2023 the Council approved a contract with HR Green to provide construction engineering services. The contractor began work on July 6. They then ran into utility conflicts. A revision of the permit with Cook County had to be completed. Additional restoration work and traffic control was needed. As the project has been proceeding, revisions to the project have been ongoing. Based on HR Green's initial contract they had included 1,070 hours of construction inspection work. They are getting close to reaching that limit, therefore they are seeking a supplement. In reviewing the quantities and the pay items, at this point in the project we believe we are approximately \$74,000.00 under budget. Their supplemental proposal is in the amount not to exceed \$59,298.00. Even with the additional cost, the overall inspection cost is at about 5.85% which is relatively low for this type of project.

Mayor Kuspa inquired whether Baxter & Woodman was invited to bid on this portion of the project. Mike answered yes. A RFP was submitted. Four companies contacted us.



Out of those four, only HR Green submitted a proposal. Baxter & Woodman did not provide a proposal.

Alderman Emmett noted he has friends who live in the area. He asked if the company is going to restore the parkways, especially around the schools before winter. His friends are noting stones in their grass everyday. He also inquired whether they are going to patch for the snowplows going down the streets. Mike stated they have strongly directed HR Green that they want the pavement and sidewalks restored before winter. HR Green have concrete crews out working right now. They were working yesterday and they are going to be pouring tomorrow. They have a bi-weekly progress meeting. Mike will make sure that they get those especially around the schools.

Mayor Kuspa added that the rule of thumb is you have two weeks to get hot asphalt. Anytime after Thanksgiving you are really luck contractor.

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

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

9. Citizen Participation

None.

10. Old Business

Alderman Emmett remarked the snowflakes are in and look very nice.

11. New Business

Mayor Kuspa asked Mike to approach the podium. Mayor Kuspa stated he appreciates

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Public Works rolling the hot asphalt by the Jack Gibbons curve. The City of Oak Forest did that so the edge of the roadway would stop breaking off. After the work was completed, two cones were left there. Mayor Kuspa requested that those two be left there and three or four additional cones are put there to line the edge of the roadway. Based on state statute, the City cannot put a permanent guardrail there. The City is moving forward with filling in the ditch completely once the engineering is completed for the culvert. The orange cones with the reflective tops are small enough but bright enough to get people's attention and get them to slow down around the curve. It is hard to see where the road ends and the ditch begins. Mike replied yes they can do that. Mike gave an update. The engineering has been completed. They found the majority is actually on Cook County Forest Preserve property. In order to complete the work, they are working with the Forest Preserve District to get both a temporary and permanent easements. The engineers are working on the plats. Mayor Kuspa asked if Mike had reached out to Commissioner Donna Miller's office for help. Mike stated he has not reached out to her yet. He has reached out to the Forest Preserve. They actually put it on the October meeting. They have a process. Mayor Kuspa stated the Cook County Commissioner should be apprised of the situation. Alderman Emmett stated the state has not put the sign back up at 66th Court. There was a conversation about electronic signs. What is the status? Mike stated they are part of this project for the intersection. They are included in the plans. Once the work is completed, the signs will go up.

Alderman Danihel asked if the City could clean the ditch out. Mike stated it is Forest Preserve property. Based on the engineering we are going to widen the shoulder.

12. Executive Session

Mayor Kuspa asked for a motion to go into executive session.

Alderman Danihel made the motion. Alderman McCarthy seconded.

All in favor say aye. Ayes have it.

We are going into executive session. Let the record show no further business will be conducted by the City Council after executive session.

Alderman Danihel made the motion to move back into open session. Alderman Hortsman seconded. Let the record show City Council will not be taking any further action at this point in time.



13. Adjournment

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

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 Selman
Alderman Emmett Alderman Hortsman Alderman Danihel			

The motion carried 6/0, 1 absent.

Meeting adjourned at 8:33 p.m.

Prepared by:


Nicole Tormey, City Clerk

Henry L. Kuspa, Mayor



Mayor Kuspa called the Committee of the Whole meeting to order at 6:31 p.m. with the Pledge of Allegiance and the Roll Call as follows:

Present: Alderman Keeler
Alderman McCarthy
Alderman Wolf
Alderman Emmett
Alderman Hortsman (arrived at 6:40 p.m.)
Alderman Danihel

Absent: Alderman Selman

Also Present: City Clerk Nicole Tormey
City Administrator Tim Kristin
Finance Director Colleen Julian
Fire Chief Gary Kasper
IT Aaron Beatty

4. Discussion of 2023 Levy Calculations

Finance Director Colleen Julian informed the Council about next year's budget. The County has to be notified of any property tax increase by the end of December. The City takes this opportunity to look at the 2024-2025 budget to see what property taxes will be needed to fund general operations. The general fund is for police, fire, building, street department, etc. which are funded not only with property taxes but also income and other taxes. That is separate from the water fund.

Finance Director Julian compiled the numbers for fiscal 2024, starting in May and ending in April of 2025, and gave a summary of the changes. She reported the City has new revenue of approximately \$1.3 million. There is an increase in salaries of over \$610,000.00. Those are contractual. A lot of our employees, especially in police and fire, are new hires with increases in their early steps ranging from 10 to 30% in the first couple years. Health insurance is up \$127,000.00. Contractual increase was a little over 3% which is in line. There is an increase in capital projects from the different departments of \$137,000.00.

The general fund will need to pick up the very last debt service payment in TIF 1. TIF 1 has expired but the debt that the City incurred to purchase the property on 159th Street, the debt was one year passed the TIF. The regular GOB goes up slightly. This is the last year of the general fund 2004 General Obligation Bond. It is a 20 year note. We paid it off. If the City has extra money in the property tax levy, it is Finance Director Julian's



suggestion to do a pay as you go on some capital expenses that have been postponed over the years. Specifically, roads, water mains, sewer mains, etc. We have an unlimited demand for those projects.

We are not anticipating any deficit in 2025.

Pension increase for police and fire is about \$765,000.00. The total proposed deficit was \$766,000.00. There are increases in all expenses, which can be expected. There is revenue that offsets that. The only real increase is police and fire pension. To net that out, the City is looking for \$166,000.00.

The levy proposes 125 full time positions, an increase of one. The City has added the Public Safety IT Manager.

Mayor Kuspa asked for the record to show that Alderman Hortsman is present.

Finance Director Julian continued her presentation. The police and fire contributions are the largest increase of \$765,000.00 or 17% from last year. Salaries increased 5%. The general fund needs to pay the last payment for TIF 1 of \$153,000.00. Health and life insurance increased \$124,000.00 which is line with the contractual increase. The City has not received their renewal for workers comp so a placeholder of \$1.2 million was used. This was the amount for last year. Department heads submitted some requests for line items. Nothing significant. The total of requests was \$41,000.00. She is proposing a program of \$1.7 million for capital. She noted historically department heads requested their capital needs and the City was not able to approve what they needed. We have been limited to our municipal homerule sales tax for our capital plan which was about \$1.1. You see a program of \$1.7 which we can afford this year because sales tax has increased. We are able to then accommodate the needs of the departments without increasing property taxes.

Finance Director Julian discussed revenue line items. She reports an increase of revenue in fiscal 2025 of over \$1.3 million. The money we get from Illinois is income tax and use tax. As for sales tax and homerule sale tax, the State gives us 1% for retail sales in Oak Forest. Plus we added a municipal homerule of 1%. Those taxes are expected to increase \$654,000.00.

Mayor Kuspa asked what the reserves should be. Finance Director Julian answered about 25% of the annual general fund expenses which is \$5.3. She is reporting over \$13 million right now.



Alderman Wolf asked about the six year comparison and the numbers. Finance Director Julian explained the numbers and the budget numbers.

Finance Director Julian recapped that the City has been aggressively trying to fund the police and fire pension for many years. The City has an unfunded pension liability and would like to pay it off over ten years. The actuarial computation for the police of \$3.55 million and fire of \$1.67 million. Department of Insurance uses different assumptions to calculate how much the City should contribute. They are assuming we can pay the unfunded piece over 17 years and only 90% of it. Because of that, their calculation is a lot less than what our actuary came up with. They are saying for police pension we could put in \$2 million and fire pension we could put in \$870,000.00. The difference between the two is the Department of Insurance is saying we can pay \$2.4 million less. As talked about before, it is our desire to be aggressive and the quicker we pay it off the cheaper it is for the tax payer. They are expecting their investments, \$50-\$60 million in investments in the pension funds, to earn 7%. They are not hitting their mark because the equity markets. The fiscal year ends April 30th. There is an assumption police and fire personnel will retire 56-57 years old. That is not happening. People are retiring as soon as they can which caused pressure on the pension funds. The only issue here is we have to pay what the Department of Insurance says. If we do that, that unfunded piece does not reduce and it will grow and then we will owe more on the unfunded piece. She has been a proponent of trying to pay this down and at this point the Council needs to make those decisions. Do we stay the course of the ten year 100% or the statutory minimum of \$2.4 million less. We have been doing the aggressive approach for at least the last ten years.

Mayor Kuspa asked Colleen if by following the more aggressive approach that we have been the last several years, ultimately that is saving money for the taxpayers, correct? Finance Director Julian answered she believes in the long term, correct. That unfunded piece is not going away. If you do not pay it down, you just owe more.

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

Finance Director Julian remarked that the total increase needed for this year is \$765,000.00. We can raise property taxes to get it and that would be a 6.7% increase or we use reserves and do a zero levy. Other options are spending more in capital but she believes there is a need there. Another consideration is changing the pension fund assumptions.

It was noted the City ended April 30, 2023 with \$12.8 million in reserves. She anticipates a small deficit but believes they will break even. She predicts at the end of fiscal year April 2024 it will be \$12.8 million plus working cash of \$400,000.00, so about \$13 million. If the City decided to absorb the \$765,000.00, at the end of fiscal year 2025 the City would



be at \$12 million in reserves when it should be at least \$5.3 million. The major increases in the general fund from 2022 and 2023 is 100% related to revenues.

The value of the City's property has been flat over the past ten years. The City has always tried to keep the property tax rate steady so that the residents do not see a shock to their system with major increases with the tax rate.

The TIF fund balance increased \$1.4 million because of selling land in TIF 3, 4 and 5. Currently, there is a balance of \$181,000.00 on the line of credit.

Finance Director Julian asked for any questions.

Mayor Kuspa asked if the City could do a zero levy increase based on the information provided. She answered yes. Mayor Kuspa proposed a zero levy increase. He asked for comments from the aldermen.

Alderman Keeler stated he believes we should. Mayor Kuspa clarified whether Alderman Keeler is agreeing with zero. Alderman Keeler stated he is agreeing with zero.

Alderman Wolf asked if there is a cap on the levy. Finance Director Julian stated not for the City. The City is homeruled. The City has self imposed a 5% levy. Alderman Wolf asked what was last year. Colleen answered 2.5%. Alderman Wolf stated when he looks at his tax bill and for the services the City provides, it is the lowest dollar value on it. 80% of the bill is going to the schools. Colleen stated we can only control our costs. The City always self imposed the smallest increase possible. The residents cannot sustain those increases. The City is very transparent. Alderman Wolf stated he would be okay with 2.5%. Colleen stated if the City did not have the back to back windfalls, she would agree with Alderman Wolf. The City has more needs then it will ever have reserves. But ultimately it is the Council's decision.

Mayor Kuspa stated he would be perfectly honest, because there is a healthy reserve, he is not in favor of raising taxes 2.5% if the City can sustain services at a 0% levy increase.

Alderman Emmett stated he understood what Alderman Wolf was saying. He went on to state that the City will be blamed anyway for the tax increase through social media. He asked what 1% would cost. Other municipalities raise their taxes. Oak Forest gets the blame and it is not. He likes 0% but 1% is not going to break the bank.

Alderman Danihel agreed with Alderman Keeler. She thinks a 0% levy would be great for the homeowners.



Mayor Kuspa agreed with Alderman Emmett's statement regarding residents getting their tax bill and thinking it goes to the City of Oak Forest. The other taxing bodies maybe raising their levies, if the City can hold a 0% increase, he is for it.

Alderman Wolf asked about the 2023 levy calculation there was a 6.7%, he asked when that was from. Finance Director Julian replied that it is called a 2023 levy because the levy is in 2023 but by the time the City gets those dollars it will be in the following tax year. The City is at \$12.8 million now. If we absorb \$766,000.00, the City would still be at \$12 million which is \$7 million more than we are required to have in reserves. Alderman Wolf remarked as far as capital expenditures, there are significant projects we are behind on and that would come from there as well. He stated it is should be considered how much we are behind on. Colleen replied in the general fund the City has been successful in meeting the needs now. The City has grown from \$1.1 million capital projects to \$1.7 million. The Department Heads are getting what they need. Water is another story.

Alderman Hortsman remarked that Colleen is painting a picture that revenues are good and steady, at this point. Is there a change in gaming revenues or anything like that? Colleen stated gaming revenue has a huge uptick. That is included in the \$1.4 million. Alderman Hortsman also asked about the marijuana revenues. Colleen stated that is not included yet. Alderman Hortsman asked about the water project that the City will have to bond for. He asked if she has a feel when that will come. Colleen stated that is a great question. At this point, there was discussion about not going out to bond because of the interest rates. We were just going to do pay as you go. We have been putting extra money in the water fund through our rates. They were thinking of using some of the general fund but that is a legal question. The City Administrator and Colleen have had conversations about taking some of the reserves and not increasing water rates and using the reserves to supplement the water main replacement. Alderman Hortsman asked when the project from Oak Lawn comes into the process. Colleen stated it is almost done. It is built in the water rates every year.

Alderman McCarthy opined he agrees with the zero levy.

Mayor Kuspa asked for any other questions or comments. He asked Colleen if she would like a show of hands who is for the zero levy. He asked who is for the zero levy. He counted 5 show of hands. Colleen stated she will present the levy at the next meeting and get it passed and filed.

5. Executive Session

None.



6. Citizen Participation

None.

7. Old Business

None.

8. New Business

None.

9. Adjournment

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

Roll call vote was taken as follows:

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

The motion carried 6/0, 1 absent.

Meeting adjourned at 7:26 p.m.

Prepared by:

Nicole Tormey, City Clerk

Henry L. Kuspa, Mayor



FINANCE DEPARTMENT

NOTICE

AGENDA ITEM

List of Bills December 12, 2023 FY2023-2024

Report dates: 12/12/2023-12/12/2023

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Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
AIR ONE EQUIPMENT INC*	200399	11/22/23	862.00	01-02-5401 EQUIPMENT MAINTENANCE	Tip Nozzle, Ball Valve, Tips		
AIRGAS USA LLC	5503631528	11/30/23	374.92	01-02-5317 EMS SUPPLIES	Payer: 3439471 FD1 Oxygen, Diss Valve		
AIRGAS USA LLC	5503631529	11/30/23	291.45	01-02-5317 EMS SUPPLIES	Payer: 3439471 FD2 Oxygen, Diss Valve		
AIRGAS USA LLC	5503751304	11/30/23	699.81	02-17-5332 COMPRESSED GAS & CHEMICALS	Payer: 2059598 Acetylene, Oxygen		
ALDI INC	23-03-0188	12/05/23	10,000.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 4250 167TH ST ALDI PERMIT		
Alliant Insurance Services Inc	2420804	09/11/23	1,030.00	02-17-5503 PROFESSIONAL SERVICES	OakFors-01 10101533 Benefits Consulting Fee Quarterly Installation		1223
Alliant Insurance Services Inc	2420804	09/11/23	9,270.00	01-01-5503 PROFESSIONAL SERVICES	OakFors-01 10101533 Benefits Consulting Fee Quarterly Installation		
Alliant Insurance Services Inc	2498675	12/04/23	175.00	01-01-5518 LIABILITY INSURANCE	Ac# OakFore-04 Colleen Julian Bond# 601020521		
AMALGAMATED BANK OF CHICAGO*	1856274003 2016A 2023	12/01/23	475.00	26-00-5703 SERVICE CHARGES	TRUST# 1856274003 REF BOND SERIES 2016A FEES		
AMALGAMATED BANK OF CHICAGO*	1856275002 2016B 23	12/01/23	475.00	02-17-5703 SERVICE CHARGES	TRUST# 1856275002 REF BOND SERIES 2016B FEES		
AMALGAMATED BANK OF CHICAGO*	5036 GORB 2012 121523	12/12/23	1,040,000.00	26-00-5702 BOND PRINCIPAL PAYMENT	TRUST# 1855036004 GOB 2012 INTEREST, PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	5036 GORB 2012 121523	12/12/23	32,700.00	26-00-5701 BOND INTEREST EXPENSE	TRUST# 1855036004 GOB 2012 INTEREST, PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	5909 GORB 2015A 121523	12/12/23	100,637.50	02-18-5701 BOND INTEREST EXPENSE	TRUST# 1855909008 BOND SERIES 2015A Interest, Principal		
AMALGAMATED BANK OF CHICAGO*	5909 GORB 2015A 121523	12/12/23	225,000.00	02-18-5702 BOND PRINCIPAL PAYMENT	TRUST# 1855909008 BOND SERIES 2015A Interest, Principal		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 121523	12/12/23	25,000.00	02-17-5702 BOND PRINCIPAL PAYMENT	TRUST# 1855910005 REF BOND SERIES 2015B Interest, Principal		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 121523	12/12/23	42,075.00	02-17-5701 BOND INTEREST EXPENSE	TRUST# 1855910005 REF BOND SERIES 2015B Interest, Principal		
AMALGAMATED BANK OF CHICAGO*	6274 GORB 2016A 121523	12/12/23	91,675.00	26-00-5701 BOND INTEREST EXPENSE	TRUST# 1856274003 REF BOND SERIES 2016A Interest, Principal		
AMALGAMATED BANK OF CHICAGO*	6274 GORB 2016A 121523	12/12/23	285,000.00	26-00-5702 BOND PRINCIPAL PAYMENT	TRUST# 1856274003 REF BOND SERIES 2016A Interest, Principal		
AMALGAMATED BANK OF CHICAGO*	6275 GORB 2016B 121523	12/12/23	11,625.00	02-18-5701 BOND INTEREST EXPENSE	TRUST# 1856275002 REF BOND SERIES 2016B Interest, Principal		
AMALGAMATED BANK OF CHICAGO*	6275 GORB 2016B 121523	12/12/23	640,000.00	02-18-5702 BOND PRINCIPAL PAYMENT	TRUST# 1856275002 REF BOND SERIES 2016B Interest, Principal		
AMAZON CAPITAL SERVICES INC*	13Y6-JWQN-9W1Q	11/30/23	36.40	01-01-5301 OFFICE SUPPLIES	Pretzels, Thermal paper Receipts		
AMAZON CAPITAL SERVICES INC*	14QN-3K9V-3D3L	11/29/23	2,500.00	89-00-5602 COMPUTERIZATION	HP Aruba 24g 24 Port Switches		
AMAZON CAPITAL SERVICES INC*	1FD9-FCP7-YMMQ	12/03/23	30.40	89-00-5602 COMPUTERIZATION	Fiber Patch Cables		
AMAZON CAPITAL SERVICES INC*	1LHG-KNP3-YMWN	12/03/23	345.87	01-01-5301 OFFICE SUPPLIES	Computer Speakers		
AMAZON CAPITAL SERVICES INC*	1PR9-RHF4-78N6	12/04/23	461.53	89-00-5602 COMPUTERIZATION	HDMI Cables, USB Extension Cables, Displayport Cables, Flash Drives		
AMAZON CAPITAL SERVICES INC*	1QCR-VTL1-DM9V	12/05/23	96.04	01-01-5301 OFFICE SUPPLIES	Bookmarks		
AMAZON CAPITAL SERVICES INC*	1QF1-49YP-1YNG	11/26/23	63.97	01-01-5301 OFFICE SUPPLIES	paaper Clips Tea		
AMAZON CAPITAL SERVICES INC*	1R36-KHLJ-NCP4	11/28/23	1,365.00	01-01-5602 COMPUTERIZATION	HP Aruba 54VDC Power Supplies		
AMAZON CAPITAL SERVICES INC*	1VG1-CP44-4HDV	11/30/23	26.58	01-11-5402 VEHICLE MAINTENANCE	Snow Brushes		
AMERICAN BODY COMPANY	SAF-17764	11/27/23	124.00	01-04-5402 VEHICLE MAINTENANCE	#8, 23, 14, 9		
AMERICAN BODY COMPANY	WI042720	11/14/23	5,597.19	02-17-5402 VEHICLE MAINTENANCE	High pressure fuel pump for 5 ton truck #27		
AMERICAN MESSAGING	U1109710XL	12/01/23	169.16	01-04-5305 TELEPHONE	Ac# U1-109710 Pagers		
AMERICAN MESSAGING	U1109710XL	12/01/23	34.50	02-17-5305 TELEPHONE	Ac# U1-109710 Pagers		3528

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PC#	FY
AMERICAN MESSAGING	U1109710XL	12/01/23	27.60	02-18-5305 TELEPHONE	Act# U1-109710 Pagars		
AMERICAN MESSAGING	U1109710XL	12/01/23	6.90	01-01-5305 TELEPHONE	Act# U1-109710 Pagars		
AMERICAN MESSAGING	U1109710XL	12/01/23	6.90	01-11-5305 TELEPHONE	Act# U1-109710 Pagars		
Aramark Refreshment Services LLC	07132131	11/30/23	450.18	01-03-5399 MISC EXPENSE	Customer# 6062-661596 Coffee		
AUBURN SUPPLY CO.	S311996	11/28/23	55.59	01-08-5406 BUILDING MAINTENANCE	Galv Ext Clamps		
BAXTER & WOODMAN INC*	0252676	11/20/23	803.75	01-12-5503 PROFESSIONAL SERVICES	#211695.81 LPC Oak Forest Site Plan Review	2312	
BAXTER & WOODMAN INC*	0253152	11/28/23	5,686.76	08-00-5645 PEDESTRIAN ACCESS	0200456.30 Various Location Sidewalk Installation Phase I Engineering	3557	
BISHOP, DALE	23-07-0780	12/04/23	90.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 15241 LECLAIRE POOL PERMIT	1223	
BlueCross BlueShield of Illinois*	December 2023	11/14/23	5,397.07	01-02-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PPO INSURANCE		
BlueCross BlueShield of Illinois*	December 2023	11/14/23	1,665.83-	01-00-2107 INS DEDUCTION PAYABLE	ACT# 256231 HMO/PPO INSURANCE		
BlueCross BlueShield of Illinois*	December 2023	11/14/23	8,410.41	01-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 256231 HMO/PPO INSURANCE		
BlueCross BlueShield of Illinois*	December 2023	11/14/23	238,228.46	01-00-2107 INS DEDUCTION PAYABLE	ACT# 256231 HMO/PPO INSURANCE		
BORDEN LANDSCAPING INC*	10-23-23	10/23/23	760.00	02-17-5418 LANDSCAPING REPAIRS	Stump Grinding, Restoration: 5730 Calleita, 5721 Lancaster, 5424 Vine		
BORDEN LANDSCAPING INC*	10-24-23	10/24/23	865.00	02-18-5418 LANDSCAPING REPAIRS	Stump Removal, Grindings, Haul: 6333 Edgewood, 16214 Forest, 16807 Meadowdale		
BORDEN LANDSCAPING INC*	10-26-23	10/26/23	950.00	02-17-5418 LANDSCAPING REPAIRS	Stump Grinding, Removal: 4400 Adele, 4343 Wagman, 16493 Brendan		
BORDEN LANDSCAPING INC*	10-27-23	10/27/23	1,195.00	02-17-5418 LANDSCAPING REPAIRS	Stump Grinding, Restoration: 16512 Brockton, Terry, 16517 Craig, 16401 Harold, Henry		
BORDEN LANDSCAPING INC*	10-30-23	10/30/23	740.00	02-18-5418 LANDSCAPING REPAIRS	Stump Grinding, Restoration: 5435 lapalm, 5509 Lapalm, 5738 150th Pl		
BORDEN LANDSCAPING INC*	10-31-23	10/31/23	860.00	02-17-5418 LANDSCAPING REPAIRS	Stump Grinding, Restoration: 15001 El Vista, 15000 Mission, 14723 El Vista		
BORDEN LANDSCAPING INC*	11-14-23	11/14/23	585.00	02-18-5418 LANDSCAPING REPAIRS	Restoration 4400 Adelle		
BORDEN LANDSCAPING INC*	11-17-23	11/17/23	490.00	02-18-5418 LANDSCAPING REPAIRS	Restoration 14872 Menard		
BORDEN LANDSCAPING INC*	11-20-23	11/20/23	520.00	02-18-5418 LANDSCAPING REPAIRS	Restoration 157th & Central Fire Plug		
BORDEN LANDSCAPING INC*	11-22-23	11/22/23	275.00	02-17-5418 LANDSCAPING REPAIRS	15253 Pine Stump Grinding		
Buckeye Power Sales Co Inc	PSV349997	11/29/23	704.88	02-18-5425 LIFT STATION	Repair to Lift Station Controller		
C & M PIPE & SUPPLY CO INC	23237	12/04/23	687.52	02-17-5319 SMALL TOOLS	Mud Shovels		
C.O.P.S. and F.I.R.E. Personnel Testing	108613	11/29/23	517.42	01-01-5209 POLICE & FIRE COMMISSION	Online Applications - Firefighter - 6 Sold, The Blue Line Advertising Cost		
CANON FINANCIAL SERVICES INC	31657795	11/30/23	238.51	02-17-5504 CONTRACTUAL SERVICES	CONTRACT# 0694009-002 COPIER IRC5550111 21G03773,		
CANON FINANCIAL SERVICES INC	31657795	11/30/23	341.92	01-03-5514 EQUIPMENT RENTAL	ImageRunner DX C3730I, C257F		
CANON FINANCIAL SERVICES INC	31657795	11/30/23	1,235.72	01-01-5504 CONTRACTUAL SERVICES	CONTRACT# 0694009-002 COPIER IRC5550111 21G03773,		
Carefree Lawn Sprinklers	23-05-0493	11/29/23	85.00	01-00-4202 INSPECTION FEES	ImageRunner DX C3730I, C257F		
CDW GOVERNMENT INC*	ND79123	11/17/23	1,446.74	01-01-5602 COMPUTERIZATION	ImageRunner DX C3730I, C257F		
CDW Consolidated Electrical Dist. Inc.	1028-1263243	11/27/23	385.04	01-08-5406 BUILDING MAINTENANCE	CONTRACT# 0694009-002 COPIER IRC5550111 21G03773,		
Ceja, Juan & Beatriz	1-00305760-06	12/05/23	221.38	99-00-1115 UTILITY CASH CLEARING	CONTRACT# 0694009-002 COPIER IRC5550111 21G03773,		
					ImageRunner DX C3730I, C257F		
					Partial Refund of Permit for 6345 Carriage Way for Irrigation System		
					2 x Aruba network switches - 1 Year Foundation Care	3493	
					Conduit, Elbows, Couplings		
					Utility Bill Refund for 5109 Farmsley Ct, Oak Forest		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
Cintas	4175662184	11/30/23	311.01	01-08-5406 BUILDING MAINTENANCE	Payent# 18445520 2 3.5 Traffic, 5 3x10 Traffic, 2 4x6 Scraper, 6 3x10 Gray, 2 3x5 Gray, 1 4x6 Gray, 1 4x8 Logo, 1 5x6 Logo, 1 5x6 Logo		
CINTAS CORPORATION	5185416673	11/22/23	94.36	02-17-5406 BUILDING MAINTENANCE	Payent# 10691594: Breakroom & Shop cabinets filled, Organized		
CINTAS CORPORATION	5186736828	12/04/28	657.41	01-08-5406 BUILDING MAINTENANCE	Payent# 10691594: Clerk's Office, Police Breakroom and Building Dept Breakroom Cabinets filled, organized		
Cintas Corporation #21	4173026448	11/06/23	175.08	01-04-5406 BUILDING MAINTENANCE	Payent# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4173026448	11/06/23	51.34	01-04-5313 UNIFORMS	Payent# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4175191131	11/27/23	175.08	01-04-5406 BUILDING MAINTENANCE	Payent# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4175191131	11/27/23	51.34	01-04-5313 UNIFORMS	Payent# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4175930404	12/04/23	175.08	01-04-5406 BUILDING MAINTENANCE	Payent# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
Cintas Corporation #21	4175930404	12/04/23	51.34	01-04-5313 UNIFORMS	Payent# 14485849 TOWELS, COVERS, MATS, UNIFORMS		
CMK CONTRACTORS INC	23-06-0654	12/04/23	880.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 6042 159TH REMODEL PERMIT		1223
CNB BANK & TRUST	21501262 11523	11/15/23	843.68	37-00-5701 BOND INTEREST EXPENSE	LOAN# 21501262		
CNB BANK & TRUST	21501262 11523	11/15/23	456.14	38-00-5701 BOND INTEREST EXPENSE	LOAN# 21501262		
College Students Landscaping	Round 11, 12 2023	11/29/23	2,506.00	01-11-5504 CONTRACTUAL SERVICES	2023 Mowing Service Round 11, 12		3431
COMCAST	187481015	11/15/23	466.42	01-01-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	525.28	01-02-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	1,499.56	01-03-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	178.73	01-04-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	85.00	01-05-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	85.00	01-10-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	176.55	01-11-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	63.21	01-12-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	139.49	02-17-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	74.11	02-18-5404 COMPUTER MAINTENANCE	Ac# 932775069		
COMCAST	187481015	11/15/23	219.90	01-02-5404 COMPUTER MAINTENANCE	Ac# 932775069		
Comcast	Dec23 FD3	11/27/23	219.90	01-02-5404 COMPUTER MAINTENANCE	Ac# 8771 40 096 0526533		
Comcast	Dec23 FD9	11/26/23	219.90	01-02-5404 COMPUTER MAINTENANCE	Ac# 8771 40 096 0526509		
Comcast	Dec23 PD1	11/18/23	10.54	01-03-5399 MISC EXPENSE	Ac# 8771 40 096 0005991		
Comcast	Dec23 PD3	11/18/23	13.40	01-03-5399 MISC EXPENSE	ACT# 8771 40 096 0005983		
COMED	0559489020 112223	11/22/23	158.71	02-17-5307 ELECTRICITY	Ac# 0559489020		
COMED	1459158056 112023	11/20/23	2,058.34	01-04-5307 ELECTRICITY	Ac# 1459158056		
COMED	3174037027 112223	11/22/23	126.19	01-04-5307 ELECTRICITY	Ac# 3174037027		
COMED	2nd Qtr 2023	12/01/23	20.00	01-10-5213 CABLE TV COMMITTEE	QUARTERLY COMMISSION STIPEND		
COZZOLINO, DOLORES	11-29-23	11/29/23	200.00	01-01-5207 SR. CITIZENS COMMISSION	SENIOR LUNCHEON ENTERTAINMENT		
DAYAO, EDIZON R.	10/16-000017709	10/18/23	2,700.00	01-03-5312 TRAINING & TRAVEL	Balisic Shield Instr. Class		3553
Defense Technology LLC	1743309	12/01/23	494.78	01-00-2123 INSURANCE-DENTAL	Dental Group #s: 11560-000-10000-00000, 11560-000-20000-00001, 11560-000-19999-00000		
DELTA DENTAL OF ILLINOIS*	1743309	12/01/23	903.34	01-00-2130 DUE TO RETIREE BENEFITS	Dental Group #s: 11560-000-10000-00000, 11560-000-20000-00001, 11560-000-19999-00000		
DELTA DENTAL OF ILLINOIS*	1743309	12/01/23	6,211.32	01-00-2123 INSURANCE-DENTAL	Dental Group #s: 11560-000-10000-00000, 11560-000-20000-00001, 11560-000-19999-00000		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
DESIGNSMART INC	12447	09/30/23	630.00	02-17-5313 UNIFORMS	60 T-Shirts		
DIRECT ENERGY BUSINESS	233320053135145	11/28/23	386.32	01-04-5307 ELECTRICITY	ACT# 1549431		
DIRECT ENERGY BUSINESS	233320053135145	11/28/23	212.33	02-17-5307 ELECTRICITY	ACT# 1549431		
DIRECT ENERGY BUSINESS	233320053135145	11/28/23	296.41	09-04-5307 ELECTRICITY	ACT# 1549431		
DM & MM LLC	20231103	11/17/23	415.00	89-00-5403 RADIO MAINTENANCE	Sale of Boards & Peripherals - Foot Switch		
EMC EQUIPMENT MANAGEMENT CO	63145	12/05/23	66.00	01-02-5401 EQUIPMENT MAINTENANCE	Star Knob		
FACTORY MOTOR PARTS CO	52-553493	12/05/23	194.16	01-03-5402 VEHICLE MAINTENANCE	Oil Filters, Splashtwash		
FEDEX	8-325-52413	11/22/23	27.25	01-01-5304 POSTAGE & FREIGHT	ACT# 1101-7723-2		
FEDEX	8-332-42539	11/29/23	30.26	01-01-5304 POSTAGE & FREIGHT	ACT# 1101-7723-2		
Ferguson Waterworks #1934	0350242	12/01/23	2,893.13	02-17-5421 MAINTENANCE OF WATER MAINS	Powerseal Water main repair clamps		3542
FINN, THOMAS J	2nd Qtr 2023	12/01/23	20.00	01-10-5213 CABLE TV COMMITTEE	QUARTERLY COMMISSION STIPEND		
FLAG DESK INC	28981	11/29/23	1,896.80	01-08-5336 FLAGS & DECORATIONS	Rotating Poles		
GATSO USA*	23400391	11/30/23	21,750.00	01-03-5512 OTHER SERVICES	RED LIGHT CAMERA PROGRAM - NOVEMBER		
Genex Services Inc	ZBBBFM8	12/04/23	26.60	01-03-5517 WORKERS COMP INSURANCE	Self Insurance Retention: 231023W035 R. Hanlon		
GRAINGER	9913374899	11/22/23	699.29	02-17-5401 EQUIPMENT MAINTENANCE	Material Hose		
GRAINGER	9913374907	11/22/23	460.28	02-17-5401 EQUIPMENT MAINTENANCE	Water Hose Assembly		
GUARDIAN PEST CONTROL	458813	11/17/23	185.00	01-04-5512 OTHER SERVICES	Home1 Nesti Removal/Treatment		
HR Green Inc.	164836	07/18/23	1,380.50	01-04-5424 MAINTENANCE OF SEWERS	#2302498-0000 Oak Forest IL - NPDES Update 2023		
HR Green Inc.	165228	07/26/23	19,800.44	02-17-5652 WATER SYSTEM IMPROVEMENTS	#2302084-0000 Oak Forest IL (CE&I) 2022 Water main Improvements		
HR Green Inc.	165994	08/21/23	33,043.28	02-17-5652 WATER SYSTEM IMPROVEMENTS	#2302084-0000 Oak Forest IL (CE&I) 2022 Water main Improvements		
Institute for Work & the Economy*	2023-11-17	11/17/23	3,000.00	01-01-5503 PROFESSIONAL SERVICES	Re-Districing Services		
INTERSTATE BATTERY SYSTEM OF CHICAGO*	339833	12/05/23	158.00	01-04-5402 VEHICLE MAINTENANCE	MTP-65HD Battery		
INTERSTATE BATTERY SYSTEM OF CHICAGO*	339833	12/05/23	214.00	01-04-5401 EQUIPMENT MAINTENANCE	SP-70 Batteries		
JOHNSON CONTROLS INC	1-131198276623	09/21/23	1,186.91	01-02-5401 EQUIPMENT MAINTENANCE	Diagnose Air Compressor		
JOHNSON CONTROLS INC	1-131199774800	09/21/23	4,264.75	01-02-5406 BUILDING MAINTENANCE	HW System Repair - Sta 2		3555
JOHNSON CONTROLS INC	1-131209253013	09/23/23	832.00	01-02-5406 BUILDING MAINTENANCE	Leaking Expansion Tank Piping		
JOHNSON CONTROLS INC	1-131525159043	11/22/23	6,625.88	01-02-5406 BUILDING MAINTENANCE	Sta 2 Boiler Gas Leak Repairs, Station 1 No Heat		3556
KENDOOZ PIZZERIA	11546	11/30/23	985.00	01-01-5207 SR. CITIZENS COMMISSION	Senior Luncheon		
KIMBALL MIDWEST*	101696929	12/04/23	454.55	01-04-5401 EQUIPMENT MAINTENANCE	Washers, Nut, Drill Bit, Adhesive		
Linde Gas & Equipment Inc	39587580	11/22/23	41.85	02-17-5332 COMPRESSED GAS & CHEMICALS	Cus# 71421886 CYLINDER RENT IND HIGH PRESSURE		
LOUS GLOVES INC	054684	11/27/23	194.00	01-03-5323 LAW ENFORCEMENT SUPPLIES	NITRILE BLACK GLOVES		
M&J Underground Inc	M23-0509	11/17/23	1,255,805.68	02-17-5652 WATER SYSTEM IMPROVEMENTS	2022 Water Main Improvement Project		3502
MCCANN INDUSTRIES INC*	P30403	12/04/23	151.44	01-04-5406 BUILDING MAINTENANCE	Floor Scraper		
MCCMAHON, THOMAS*	2nd Qtr 2023	12/01/23	28.00	01-10-5213 CABLE TV COMMITTEE	QUARTERLY COMMISSION STIPEND		
MEADE INC*	706574	11/30/23	438.70	08-00-5414 TRAFFIC SIGNAL MAINTENANCE	OAK PARK AVE & FORESTVIEW DR, 147th & Oak park Ave/Justanere Rd		
MENARDS - TINLEY PARK	47749	10/26/23	79.44	01-08-5406 BUILDING MAINTENANCE	Charmin		
MENARDS - TINLEY PARK	48829	11/15/23	114.99	01-04-5406 BUILDING MAINTENANCE	Nipples, Saw Kit, Cap, Reducer, Coupling, Bushings, Washer, Bit Set		
MENARDS - TINLEY PARK	48881	11/16/23	184.42	01-04-5411 STREET LIGHT REPAIRS	Gang Box, Cover, Bushing, Locknut, Hole Saw, Nipple		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
MENARDS - TINLEY PARK	48926	11/17/23	121.12	01-04-5399 MISC EXPENSE	Hammer, GFI Cover		
MENARDS - TINLEY PARK	48937	11/17/23	89.90	01-04-5319 SMALL TOOLS	Drilling Hammers, Sledge Hammers		
MENARDS - TINLEY PARK	48943	11/17/23	121.88	01-04-5399 MISC EXPENSE	Catch Basin Kit, Comb Wrm Sld		
MENARDS - TINLEY PARK	48961	11/17/23	184.97	01-02-5402 VEHICLE MAINTENANCE	200A Wheel Changer		
MENARDS - TINLEY PARK	49075	11/20/23	82.98	01-04-5406 BUILDING MAINTENANCE	Trash can with Lid, Heaters		
MENARDS - TINLEY PARK	49078	11/20/23	164.89	01-08-5336 FLAGS & DECORATIONS	Metra Station Decorations		
MENARDS - TINLEY PARK	49148	11/21/23	93.90	01-08-5336 FLAGS & DECORATIONS	Hooks, Ornaments		
MENARDS - TINLEY PARK	49151	11/21/23	96.12	01-04-5324 KENNEL SUPPLIES	Rolls, LED Mini, Tea, Slices, Treat Bags		
MENARDS - TINLEY PARK	49152	11/21/23	12.99	02-17-5401 EQUIPMENT MAINTENANCE	8" Draw Shave for Water Van		
MENARDS - TINLEY PARK	49288	11/24/23	34.53	01-08-5329 JANITOR SUPPLIES	Bags, bounty		
MENARDS - TINLEY PARK	49415	11/26/23	261.44	01-02-5406 BUILDING MAINTENANCE	Bounce, Cascade, Dawn, Pads, Lysol, Oxiclean, Glade, Bulbs, Paper Towels, Charmin, Bags Cords, Tissue		
MENARDS - TINLEY PARK	49482	11/27/23	82.31	01-02-5406 BUILDING MAINTENANCE	9' Christmas Tree		
MENARDS - TINLEY PARK	49483	11/27/23	349.99	01-02-5406 BUILDING MAINTENANCE	60" SS Gas Dryer Whirlpool		
MENARDS - TINLEY PARK	49889	12/04/23	846.98	01-02-5406 BUILDING MAINTENANCE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	215.78	01-01-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	43.16	01-02-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	388.41	01-03-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	86.31	01-04-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	10.79	01-05-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	37.76	01-10-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	140.26	01-11-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	37.76	01-12-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	64.74	02-17-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITTEL LEASING	904717187	11/23/23	53.95	02-18-5305 TELEPHONE	Agreement #: 901-8081543-001		
Modern Marketing	MM1154317	11/27/23	512.05	01-03-5302 PRINTING	Agreement #: 901-8081543-001		
MOTOROLA SOLUTIONS - Starcom21	8330261533	11/18/23	200.00	01-03-5401 EQUIPMENT MAINTENANCE	Active Shooter Bookmarks		
National PELRA	8086	12/04/23	230.00	01-01-5310 PROFESSIONAL DUES	Cust. Act# 1000717960 Repair Labor		
NICOR GAS	52825310007 112223	11/22/23	104.71	02-17-5306 NATURAL GAS	Membership# 105772500060 Bridget DiSanto		
NICOR GAS	53302710008 112223	11/22/23	63.48	02-17-5306 NATURAL GAS	ACT# 52-82-53-1000 7		
NICOR GAS	53302710008 112223	11/22/23	63.48	02-17-5306 NATURAL GAS	ACT# 53-30-27-1000 8		
NICOR GAS	56668823224 112823	11/28/23	53.18	02-17-5306 NATURAL GAS	ACT# 56-66-88-2322 4		
NORTH EAST MULTIREGIONAL TRAINING	341066	11/27/23	50.00	01-03-5312 TRAINING & TRAVEL	Customer# 2362: Lanes of Arrest, Search & Seizure - K.D.		
O'CONNOR LAW OFFICES LLC*	December 2023	12/04/23	1,666.66	01-01-5507 LEGAL FEES-PROSECUTOR	DECEMBER PROSECUTOR RETAINER FOR COURT KEYS H and Y at BRIDGEVIEW COURTHOUSE		
ODP Business Solutions/Office Depot	338021610001	11/14/23	29.99	01-11-5301 OFFICE SUPPLIES	Stamp		
ODP Business Solutions/Office Depot	338024057001	11/10/23	88.77	01-11-5301 OFFICE SUPPLIES	Bowls, Markers, pens, Highlighters		
O'REILLY AUTO PARTS	3380-102808	11/28/23	53.97	01-02-5402 VEHICLE MAINTENANCE	BlueDef		
Pace Analytical Services LLC	19569642	09/29/23	130.40	02-17-5503 PROFESSIONAL SERVICES	Lead and Copper Rule Package		
Pace Analytical Services LLC	19569643	09/29/23	867.60	02-17-5503 PROFESSIONAL SERVICES	Lead and Copper Rule Package		
Pace Analytical Services LLC	19576424	11/29/23	412.00	02-17-5503 PROFESSIONAL SERVICES	4 Disinfectant/Disinfection ByProducts - Water		
PACE SUBURBAN BUS	628663	11/25/23	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 December VANPOOL TRANSIT FARE 299MN		
PACE SUBURBAN BUS	628738	11/25/23	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 December VANPOOL TRANSIT FARE 905MN		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
Park Ave Recovery LLC c/o Fundworks LLC	8826	11/22/23	350.00	01-03-5399 MISC EXPENSE	BODY REMOVAL AND TRANSPORT TO ME OFFICE		
Park Ave Recovery LLC c/o Fundworks LLC	8827	11/22/23	350.00	01-03-5399 MISC EXPENSE	BODY REMOVAL AND TRANSPORT TO ME OFFICE		
Park Ave Recovery LLC c/o Fundworks LLC	8839	11/29/23	150.00	01-03-5399 MISC EXPENSE	Bio-Hazard Cleaning of Cell 1W 11-26-23		
PARK HARDWARE - TINLEY	071836/1	11/28/23	11.76	01-03-5301 OFFICE SUPPLIES	Fasteners		
PARK HARDWARE - TINLEY	071886/1	12/05/23	50.74	01-04-5406 BUILDING MAINTENANCE	Driver Bit Set, Washers and Screwdriver		
PARK HARDWARE - TINLEY	71844/1	11/28/23	13.78	01-08-5406 BUILDING MAINTENANCE	Materials for Basement 911		
PARK HARDWARE - TINLEY	71861/1	12/01/23	169.52	01-04-5319 SMALL TOOLS	Socket Set, Sockets		
Pitney Bowes Inc	3106392420	11/23/23	415.98	01-01-5504 CONTRACTUAL SERVICES	ACT# 0012958363 MAILING MACHINE September - December		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	1,071.65	01-00-2115 INSURANCE - LIFE	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	121.58	01-01-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	302.42	01-02-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	796.70	01-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	262.87	01-04-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	75.37	01-11-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	16.21	01-12-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	8.11	09-01-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	48.63	09-03-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	49.30	02-17-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	97.93	02-18-5519 EMPLOYEE INSURANCE BENEFITS	ACT# 1029994-10001 LIFE INSURANCE		
PRINCIPAL LIFE INSURANCE CO*	December 2023	11/16/23	21.17	01-03-5517 WORKERS COMP INSURANCE	Alpha bill id: IC1-GGL-263739 Claim# 231023W035 R. Hanlon		
Priority Care Solutions LLC	ZBB9FM8	11/27/23					
Pro Tree Service	11337	11/25/23	2,200.00	02-17-5418 LANDSCAPING REPAIRS	Remove dead Maple tree in back. Grind Stump		
PROSHRED SECURITY*	1295247	11/29/23	50.34	01-03-5399 MISC EXPENSE	Cust# 48-0000365960 Service 96 Gallon Bin		
Quench USA Inc	INV06592266	11/22/23	45.00	01-02-5399 MISC EXPENSE	Act# D322174 31 R Q41298_D322174S 0287229		
Quench USA Inc	INV06643990	12/01/23	63.00	01-01-5399 MISC EXPENSE	4 Q-86120_D382185S 0378388		
Quench USA Inc	INV06643990	12/01/23	126.00	01-11-5399 MISC EXPENSE	4 Q-86120_D382185S 0378388		
Quench USA Inc	INV06643990	12/01/23	63.00	01-11-5399 MISC EXPENSE	4 Q-86120_D382185S 0378388		
QUILL CORPORATION	35777878	11/20/23	105.08	01-03-5301 OFFICE SUPPLIES	Calendars, Forks		
RCN	42074701-0016577	11/30/23	425.08	01-02-5512 OTHER SERVICES	Account # 0201-4207471-01		
RCN	442590301-0016571	11/27/23	128.80	01-02-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016571	11/27/23	163.20	01-03-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016571	11/27/23	297.49	01-04-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016571	11/27/23	232.19	02-17-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016571	11/27/23	123.32	02-18-5404 COMPUTER MAINTENANCE	Account # 0201-4425903-01		
RCN	442590301-0016571	11/27/23	978.87	01-01-5604 MISC EQUIPMENT	Annual Veeam Renewal		
RCN	442590301-0016571	11/28/23	1,102.36	01-02-5404 COMPUTER MAINTENANCE	Annual Veeam Renewal		
RCN	442590301-0016571	11/28/23	3,146.98	01-03-5404 COMPUTER MAINTENANCE	Annual Veeam Renewal		
RCN	442590301-0016571	11/28/23	375.08	01-04-5404 COMPUTER MAINTENANCE	Annual Veeam Renewal		
RCN	442590301-0016571	11/28/23	178.39	01-05-5404 COMPUTER MAINTENANCE	Annual Veeam Renewal		
RCN	442590301-0016571	11/28/23	178.39	01-10-5404 COMPUTER MAINTENANCE	Annual Veeam Renewal		
RCN	442590301-0016571	11/28/23	370.50	01-11-5404 COMPUTER MAINTENANCE	Annual Veeam Renewal		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
RKON INCORPORATED*	INV-RI-114380	11/28/23	132.65	01-12-5404 COMPUTER MAINTENANCE	Annual Veecam Renewal	3536	
RKON INCORPORATED*	INV-RI-114360	11/28/23	292.74	02-17-5404 COMPUTER MAINTENANCE	Annual Veecam Renewal	3536	
RKON INCORPORATED*	INV-RI-114360	11/28/23	155.52	02-18-5404 COMPUTER MAINTENANCE	Annual Veecam Renewal	3536	
RKON INCORPORATED*	INV-RI-114384	11/28/23	503.59	01-01-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	567.11	01-02-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	1,618.95	01-03-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	192.96	01-04-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	91.77	01-05-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	190.60	01-11-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	91.77	01-10-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	68.24	01-12-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	150.60	02-17-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114384	11/28/23	80.01	02-18-5404 COMPUTER MAINTENANCE	Annual renewal for EXAGRID	3537	
RKON INCORPORATED*	INV-RI-114415	11/30/23	3,141.27	01-01-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	3,537.58	01-02-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	10,098.98	01-03-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	1,203.66	01-04-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	572.47	01-10-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	1,188.98	01-11-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	425.68	01-12-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	939.44	02-17-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
RKON INCORPORATED*	INV-RI-114415	11/30/23	499.08	02-18-5404 COMPUTER MAINTENANCE	Palallo Firewall Renewals	3550	
Ruane, Paul	11-27-23 Exp Reimb	11/27/23	52.90	01-12-5312 TRAINING & TRAVEL	Lunch Expense Reimbursement		
Ruane, Paul	11-28-23 Tuition Exp Reimb	11/28/23	5,190.49	01-12-5312 TRAINING & TRAVEL	School and Books Expense Reimbursement		
RUSH TRUCK CENTERS*	3034963194	11/21/23	932.64	01-04-5402 VEHICLE MAINTENANCE	Dryer Air-Integral, Elbows for 321		
RUSH TRUCK CENTERS*	3035080562	11/21/23	17.74	01-04-5402 VEHICLE MAINTENANCE	Flared Tube		
RUSH TRUCK CENTERS*	3035090958	11/27/23	5,116.65	02-17-5402 VEHICLE MAINTENANCE	Repair of 5 ton truck #26		
RUSH TRUCK CENTERS*	3035124974	11/28/23	369.99	01-04-5402 VEHICLE MAINTENANCE	Starter for Vehicle 20		
RUSO POWER EQUIPMENT INC	SP120458686	12/01/23	93.90	01-04-5401 EQUIPMENT MAINTENANCE	Wheel and Nut-Push		
Ryan LLC*	811194	12/05/23	1,450.00	38-00-5503 PROFESSIONAL SERVICES	Engagement# 585101400.003		
SAVERS	INV9008170	11/17/23	7,281.00	89-00-5404 COMPUTER MAINTENANCE	NetMotion Renewal		
SINAL'S CARPET CLEANING*	376	11/20/23	60.00	26-00-5406 BUILDING MAINTENANCE	CLEAN ENTRANCEWAY'S CARPETTING-METRA STATION		
STANDARD EQUIPMENT CO*	P47018	11/29/23	42.18	02-18-5401 EQUIPMENT MAINTENANCE	Elbows, Nipple		
STANDARD INDUSTRIAL & AUTO EQUIP INC*	57907	11/16/23	46,056.00	01-04-5401 EQUIPMENT MAINTENANCE	PW Maintenance Garage Vehicle Lift Repair		
Storcz, Anthony	11-21-23 Tuition Reimb	11/21/23	1,932.00	01-03-5312 TRAINING & TRAVEL	Tuition Education Expense Reimbursement		
Street Smart Rentals LLC	1416550	11/30/23	550.00	01-04-5514 EQUIPMENT RENTAL	Trailer Attenuator Rental		
THIRD DISTRICT FIRE CHIEFS ASSN	5319	12/01/23	125.00	01-02-5512 OTHER SERVICES	Tinley Park Dispatch MABAS Box Alarm Dispatch Fee 11-04-23		
THREE BROTHERS LANDSCAPING INC	12160 120123	12/01/23	850.00	26-00-5663 159TH & CICERO GATEWAY	METRA STATION SALTING - NOVEMBER		
Traffic Control & Protection LLC*	117333	11/17/23	116.10	01-04-5410 STREET MAINT/SIGNS	Right Lane Ends 36" HIP BY		

City of Oak Forest

List of Bills December 12, 2023 FY2023-2024
Report dates: 12/12/2023-12/12/2023

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Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
TRANSUNION RISK AND ALTERNATIVE	910851-202311-1	12/01/23	225.40	01-03-5399 MISC EXPENSE	Ac# 910851		
TRI-STATE DISPOSAL INC	000197785	11/28/23	87.00	01-04-5326 LANDFILL	29 CARLIT TRUCK TIRE DISPOSALS		
TURNER JR., WILLIAM	11-29-23 Tuition Reimb	11/29/23	2,961.90	01-02-5312 TRAINING & TRAVEL	Columbia Southern University Courses Expenses Reimbursement		
TYLER TECHNOLOGIES INC	130-141766	10/31/23	536.29	89-00-5312 TRAINING & TRAVEL	Upgrade NWPS Training		
TYLER TECHNOLOGIES INC	130-142426	11/15/23	50,000.00	01-03-5602 COMPUTERIZATION	CAD Upgrade		3554
TYLER TECHNOLOGIES INC	130-142427	11/15/23	2,480.00	89-00-5404 COMPUTER MAINTENANCE	CAD Export Interface Install Fee		
TYLER TECHNOLOGIES INC	130-142445	11/15/23	5,647.43	89-00-5312 TRAINING & TRAVEL	Enterprise Upgrade NWPS Training		
Underground Pipe & Valve Co.	064116	12/04/23	4,757.00	02-17-5421 MAINTENANCE OF WATER MAINS	REPAIR CLAMPS		
Underground Pipe & Valve Co.	064173	11/21/23	1,358.00	02-17-5421 MAINTENANCE OF WATER MAINS	REPAIR CLAMPS		
Underground Pipe & Valve Co.	064191	11/21/23	1,845.00	02-17-5421 MAINTENANCE OF WATER MAINS	REPAIR CLAMPS		
Verizon Wireless	9949968911	11/22/23	62.70	02-17-5305 TELEPHONE	Ac# 842475133-00001		
Veterinary Clinic of Tinley Park	295073	11/30/23	264.40	01-01-5224 FRIENDS OF ANIMAL CONTROL	Ac# 6889 Possum - Euthanasia, Raccoon Euthanasia; Lucky - Cephalixin, Meds, Rabies Vax, Tag, Exam; Stan - Exam, Nail Trim, Fecal		
Veterinary Clinic of Tinley Park	295073	11/30/23	72.00	01-04-5324 KENNEL SUPPLIES	Ac# 6889 Possum - Euthanasia, Raccoon Euthanasia; Lucky - Cephalixin, Meds, Rabies Vax, Tag, Exam; Stan - Exam, Nail Trim, Fecal		
VSP OF ILLINOIS NFP	819003121	10/17/23	845.75	01-00-2126 INSURANCE-VISION	Client ID: 30077915, Customer Ref: 2886685, Nov Vision Care		
VSP OF ILLINOIS NFP	819219310	11/17/23	829.20	01-00-2126 INSURANCE-VISION	Client ID: 30077915, Customer Ref: 2886685, Dec Vision Care		
WAREHOUSE DIRECT*	5621853-0	11/30/23	243.16	01-02-5301 OFFICE SUPPLIES	Care Calendar, Books, Pens, Notes, paper Rebate		
WAREHOUSE DIRECT*	C5608863-0	11/07/23	3.80	01-01-5301 OFFICE SUPPLIES			
Waste Mgmt of IL / W/M Corp. Services Inc	0067015-2033-7	11/16/23	659.20	01-04-5401 EQUIPMENT MAINTENANCE	Waste Disposal for spoils from lift repair PO2413		3533
Wilmer Public Safety Group Inc	INV354800	11/10/23	2,009.62	01-02-5401 EQUIPMENT MAINTENANCE	Seekfire Pro 300x2		
WRIGHT CONCRETE RECYCLING INC*	INV052292	11/21/23	40.00	01-04-5326 LANDFILL	2 - 4 WHEELER CONCRETE DUMPS		3215
XTIVITY SOLUTIONS LLC*	2150 #2	02/28/23	26,700.00	89-00-5404 COMPUTER MAINTENANCE	Point to Point Network for Fire Station #2 Final Payment		
Z-Force Transportation Inc*	23-194497	11/30/23	1,068.96	02-17-5421 MAINTENANCE OF WATER MAINS	CA7 STONE BACKFILL		
Z-Force Transportation Inc*	23-194539	12/01/23	1,087.92	02-17-5421 MAINTENANCE OF WATER MAINS	CA7 STONE BACKFILL		
ZOLL MEDICAL CORPORATION*	3082863 43	12/05/23	1,599.04	01-02-5609 EMERGENCY MEDICAL EQUIPMENT	CA7 STONE BACKFILL		1757
Grand Totals:			283	4,404,989.37			



FINANCE DEPARTMENT

NOTICE

Supplemental List-of-Bills December 12, 2023 FY2023-2024
 Check Issue Dates : 5/1/2023 - 12/6/2023

AGENDA ITEM

Page: 1
 Dec 06, 2023 03:30PM

Vendor	Merchant Name	Invoice #	Check #	Check Dt	Amount	GL Account	Account Descrip.	Gen Description	FY
FIFTH THIRD BANK CREDIT CARD 1204	RACKSPACE EMAIL AND APPS	10851072	1067015	M 10/24/23	50.00	01-02-5404	COMPUTER MAINTENANCE	Rackspace - Fire Dept. E-mails Accounts - T.R.	1023
FIFTH THIRD BANK CREDIT CARD 1204	AVI-SPL LLC*	2060096	1067016	M 10/16/23	770.00	01-01-5404	COMPUTER MAINTENANCE	Avi-SPL Service Call Repairs to Chambers Sound System - T.R.	1023
FIFTH THIRD BANK CREDIT CARD 1204	Amazon Wool	P01-5171859-6260248	1067017	M 10/26/23	531.24	01-01-5602	COMPUTERIZATION	Amazon Wool LLC - Return - T.R.	1023
ILLINOIS MUNICIPAL RETIREMENT FUND	ILLINOIS MUNICIPAL RETIREMENT FUND	31071	1067013	M 11/17/23	16,572.49	02-17-5020	IMRF CONTRIBUTIONS	188-0607 Rayce Jacobson Advice Payment	1123
ILLINOIS MUNICIPAL RETIREMENT FUND	ILLINOIS MUNICIPAL RETIREMENT FUND	31078	1067014	M 11/17/23	102.40	01-04-5020	IMRF CONTRIBUTIONS	139-9158 Randy Green Advice Payment	1123
POSTMASTER - OAK FOREST	POSTMASTER - OAK FOREST	12-04-23 UB Postage	121239	12/04/23	1,370.23	02-17-5304	POSTAGE & FREIGHT	UB Postage	1223
Grand Totals:					18,333.88				

APPROVED 11-29-23
W. Blatchford
Richard E. Beatty
Arthur L. Smith

CITY OF OAK FOREST

**FIRE & POLICE COMMISSION MEETING
MINUTES
TUESDAY NOVEMBER 14, 2023
7:45AM**

BLUE ROOM

1. Roll Call-Roll call taken at 7:45am. Present were Commissioners Beatty, Blatchford, and Gericke. Also present were Police Chief Reid and Fire Chief Kasper.
2. Approval of Minutes-Meeting minutes from meetings on 9-20-23 and 11-3-23 submitted for review and approval. Motion Commissioner Blatchford to accept, seconded by Commissioner Beatty. All were in favor, motion passed.
3. Correspondence-None
4. Old Business-None
5. Review of Proposals for Fire Lt. Promotional Testing-Fire Chief Kasper submitted to the Commission for review 3 proposals for Fire Lt. Testing from Resource Management, Illinois Fire Chiefs, and Stanard and Associates. The current Fire Lt. List expires in May. There are currently no Fire Lt. Vacancies.
6. Oral Interviews for Police Lateral Candidates-Oral interviews commenced at 8:12am for two eligible candidates.
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 9:10am.

APPROVED 11-29-23
W. Blatchford
Richard E. Beatty
Patricia S. Smith

CITY OF OAK FOREST

**FIRE & POLICE COMMISSION MEETING
MINUTES
FRIDAY NOVEMBER 17, 2023
4:00PM**

BLUE ROOM

1. Roll Call-Roll call taken at 4:00pm. Present were Commissioners Beatty, Blatchford, and Gericke.
2. Approval of Minutes-Tabled
3. Correspondence-None
4. Old Business-None
5. Review and Approval of Final Police Officer Lateral List-Motion Commissioner Blatchford to accept and post final Lateral Police Officer List, seconded by Commissioner Gericke. All were in favor, motion passed.
6. New Business-None
7. Citizen Participation-None
8. Adjournment-Motion Commissioner Blatchford to adjourn, seconded by Commissioner Gericke. All were in favor, motion passed. Meeting adjourned at 4:15pm.

EMERGENCY TELEPHONE SYSTEM BOARD
MINUTES (SUMMARIZED)
NOVEMBER 7, 2023

ATTENDANCE

Police Chief Reid, Fire DC Griffin, , DPW Director Mike Salamowicz, IT Director Tom Rieman, EMA Director Joe Pilch and Supvr. Marilyn Morgan.

APPROVAL OF MINUTES

Motion to approve the Minutes from the October 3, 2023 Meeting was made by Chief Reid, seconded by Joe Pilch and agreed to by all.

APPROVAL OF BILLS

\$5,657.34 CDW Software support, \$5,530.00 – MSC – Program portables/replace Cicero Receiver, \$12,399.00 – MSC – P25 vocoder card AED Encryption set up & Testing, \$1,468.50 & \$1,495.75 – Tyler – Records upgrade was approved for payment. Motion made by Joe Pilch, seconded by DC Griffin and agreed to by all. AT&T invoices were paid from ISP \$750.00 (acct #8058) and \$157.64 (acct # 7058).

NEW BUSINESS

None

OLD BUSINESS

Tom Rieman advised an increase to the Motorola AT&T services due to the addition of 2 dispatch stations in the computer room being in the area of \$9,839.00.

PUBLIC COMMENT

None

ADJOURNMENT

Motion to adjourn at 0915 hours made by Mike Salamowicz and seconded by Tom Rieman and agreed to by all. Next scheduled Meeting is Tuesday December 5, 2023 at 9AM in the Police Department Conference Room.

Marilyn Morgan

12-5-23



1. Call to Order at 12:05 p.m.

Present:

- Member Jim Emmett
- Member Patrick Gericke
- Member Patti Griffin
- Member Paul Hosman
- Member Brian Martello
- Member Keith Tadevich
- Community Planner Paul Ruane, staff liaison

- Absent: Member Kim Malecky-Iles
Chairman Don Vacha

2. Approval of Appointment to Chairman Pro-Tem

Paul Ruane requested a motion to appoint a Chairman Pro-Tem. Member Hosman made a motion to appoint Member Emmett to Chairman Pro-Tem. Motion was seconded by Member Tadevich. Appointment was approved by a vote of 6-0, with 2 absent.

3. Approval of Minutes from June 7, 2023.

Member Hosman made a motion to approve the minutes from June 7, 2023. Motion was seconded by Member Griffin. Minutes were approved by a vote of 6-0, with 2 absent.

4. New Business

A. Façade Grant Request – Cooper’s Bar & Grill – 15158 S. Cicero Avenue

Community Planner Paul Ruane presented the application via powerpoint for the façade grant request at 15158 S. Cicero Avenue. The petitioner, Cooper’s Bar & Grill, requested a façade grant request. The subject property is a multi-unit commercial building. The improvements will take place on the entire building including painting, signage, and sidewalk improvements.

The petitioner stepped forward and explained the process to getting to the request including the existing sidewalk modification to improve the ADA access from the parking adjacent to the building.

Member Hosman made a motion to recommend approval of the façade grant request for 15158 S. Cicero Avenue, as submitted. The motion was seconded by Member Griffin. The motion passed by a vote of 6-0, with 2 absent.



5. Old Business

6. Project Update

A. Planner Ruane provided updates on various development related projects in town including the following projects:

- i. Advanced Solutions Family Dental, 159th Street
- ii. Culver's Restaurant – 5410 159th Street
- iii. LPC – 167th Street and Cicero Avenue
- iv. 157th and Cicero (Mixed Use and Townhomes)
- v. Holiday Inn Express – 4365 Frontage Road
- vi. New Gateway building – 15850-52 S. Cicero Ave
- vii. Aldi – 4250 167th Street
- viii. Cannabis Dispensary
- ix. 151st Street – Senior Development
- x. 159th x Cicero – LOMR – Southwest corner

Member Hosman made a motion to adjourn. Motion seconded by Member Griffin. The meeting was adjourned at 12:40 p.m.

Minutes prepared by: Paul Ruane, Community Planner

CITY OF OAK FOREST
 PLANNING & ZONING COMMISSION MEETING MINUTES
 Wednesday, August 16, 2023

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

PRESENT: Commissioner Jeffrey Ater
 Commissioner Mike Forbes
 Commissioner Curt Kunz
 Commissioner Rick Larson
 Commissioner Glenn Runge
 Commissioner Wayne Schroeder
 Commissioner Bill Sykes
 Commissioner Michael Ziak
 Chairman Jim Stuewe
 Staff Member Paul Ruane
 Staff Member Nicole Tormey

Meeting started with the pledge of allegiance.

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

Commissioner Runge made the motion. Commissioner Larson seconded.

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

Motion carried 9-0-0 with 0 absent.

- ZC# 23-016 Deenihan Residence: 16040 Latrobe Avenue – Garage Variation:
 The applicant requests review and recommendation of approval for a variation request to allow a garage larger than allowed in square footage, larger than allowed in height, and over the lot coverage and such other and further zoning relief as may be required in the R3 – Single Family District at 16040 Latrobe Avenue.

Paul Ruane presented the facts regarding the request for multiple variations. The request includes a 229 square feet over the maximize size garage, 8 feet in height give or take a

couple of inches and a story over the maximum garage height allowance. Lastly, 545 square feet over the maximum lot coverage. The existing garage would be removed, the existing driveway would stay the same and existing shed would stay in the current location. There is a utility easement that restricts any structures or buildings being built into it. The current requirements for the square footage of the overall garage size are any lots under the size of 7,500 square feet can have no more than 528 square feet of garage. The request is for 757 with their lot size being at 6,617 ½. Secondly, the garage height is being proposed at 2 stories, 22 feet 8 inches and a quarter, whereas the code requires 1 story and 15 feet in height. Lastly, the maximum allowed lot coverage is 50% for all residential properties, whereas the rough estimate without exact square footage was about 58% of the lot coverage with a 545 square foot overage. A visual was shown of what the proposed garage would look like. Paul asked for any questions, comments or discussion.

Chairman Stuewe asked what the circle on the visual of the proposed garage represents. The applicant, John Deenihan 16040 Latrobe Avenue approached the podium. He stated he is not sure why that is circled and it is the plat/survey. Paul Ruane noted that from his experience, typically something like that represents a change to a plan.

Chairman Stuewe asked if any commissioners have any questions.

Commissioner Runge inquired about the backyard being mostly sheds and garage, would that cause a water problem with neighbors, where is the water going to go. Mr. Deenihan stated when they bought the house the backyard was an asphalt driveway. There was no grass. He does not believe it will affect the water or drainage in anyway. They would do anything they would have to as far as drainage.

Chairman Stuewe asked if the asphalt/concrete is involved in the total lot coverage. Paul Ruane stated the lot coverage in his calculation included the existing house, driveway, parts of the driveway, shed and garage. It did not include the brick pavers and deck.

Commissioner Larson's main concern is whether the Commission should start looking into changing the dimensions for everything. It seems like they are getting more garage variances. Paul Ruane replied that is something the Commission can weigh in on at any given time. There is ability for staff to look at other places to see what they are doing and give recommendations on other alternatives.

Commissioner Runge asked if there are any complaints from the neighbors regarding the extra height of the garage. Paul Ruane stated there is one neighbor in the audience.

Joyce Forester, 16042 Latrobe, lives next door to the applicant. Her only issue is regarding flooding. They have asphalt now and the water goes over the asphalt and flows down the driveway. If they build the garage, is something going to be put in to soak up the water. She currently floods.

Commissioner Ziak remarked that it looks like he wants to pull the garage out of the easement. To the south is that 5 ½ feet? Is the setback increased? Is that the current minimum setback? Paul Ruane stated he believes the current is 3. Commissioner Ziak stated they increased the setback on the south lot and then removed it from the easement. The notch by the shed should be grass. Paul Ruane stated the threshold of 20% of a structure in your backyard would require submittal and approval of a drainage plan. Based upon that, there were changes to this plan. Commissioner Ziak asked about the pavement on the south side, can that be pulled back a little to the front of the garage? Maybe turn it into more of a grass area. Mr. Deenihan stated they would not have a problem doing that.

Commissioner Kunz asked if they have a pump at their house. Mr. Deenihan stated yes. Commissioner Kunz asked where it drains out at. Mr. Deenihan stated before they moved in, there was drainage put in in the back of the garage that goes all the way out to the street. Simon Plumbing owned the house and put a drainage in. All sump pumps and gutters drain into the drain tiles. Commissioner Kunz asked if it is under the existing driveway. Mr. Deenihan stated he does not know exactly where it all runs but it does run under the existing driveway to the side of the house. Commissioner Kunz asked if it is corrugated pipe or solid. Mr. Deenihan stated corrugated.

Chairman Stuewe asked for further questions or comments. He asked if anyone in the audience will like to speak.

Joe McCarthy, 16101 Lockwood, approached the podium. He stated the neighbors approached him and are mostly worried about the flooding since it is going to close the whole back off. Before there was a gap on the one side from the other side where the water could get through. They are not worried about the height.

Mr. Deenihan stated they are keeping the existing shed while they construct the garage. If it would help, they could take the shed down after construction.

Commissioner Ater asked, based off the neighbors' concerns, is there some type of analysis that can be done to ease their concerns regarding flooding. Mr. Deenihan remarked about the drain tile, he would make sure it is functional and do whatever they can to make sure there is no flooding. Currently, people do get water now.

Commissioner Kunz asked how he would do that under the existing driveway. Mr. Deenihan believes a lot of the driveway will get tore up during the construction. They will have to get power out to the garage. So he is thinking of doing some type of trench. Commissioner Kunz asked if he could put solid pipe instead of corrugated so it does not fill up with debris. Mr. Deenihan stated he did not have a problem putting solid pipe in.

Commissioner Forbes asked Paul whether the applicant met the standards for the variance. Paul Ruane replied not all the standards were met. Staff focused on the lot coverage issue more than anything else based upon the issues of the neighbors and the water drainage. Commissioner Forbes stated the zoning code is written for the average

lot. The average lot you can only fit a two car garage. Unfortunately by adding the extra garage now you have increased the lot coverage and surface area for water to go to. That is why the zoning code only allows a two car garage. He is okay with height issue. His problem is with the size and the lot coverage. It seems excessive for a small lot. He believes it would add to the flooding issues. Paul Ruane stated that the applicant may want to go back to the proposal and make some changes, maybe take the shed and the sliver on the southern portion away to get closer to where they need to be. Commissioner Forbes stated he believes the size is the biggest issue because you are talking about storm water and drainage.

Commissioner Sykes remarked the plan shows an asphalt approach to the existing shed. If it was raised, would that asphalt still be required there or would it remain. Mr. Deenihan asked if he was talking about if he took the shed out. He stated he does not have leave the asphalt if he took the shed out. He could put in grass. There would be more drainage. Chairman Stuewe asked if gravel is acceptable. Commissioner Forbes stated gravel is not allowed for a driveway.

Chairman Stuewe asked for any additional comments or questions. Hearing none.

Chairman Stuewe asked for a motion to affirm zoning case 23-21 recommending denial of a variation request.

Commissioner Runge made the motion.

Commissioner Sykes seconded.

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

Motion to deny carried 9-0-0 with 0 absent. Paul Ruane stated the request will now go before City Council on August 22, 2023 for final determination with Planning and Zoning's feedback. This was a negative recommendation to City Council.

2. ZC# 23-017 Queens of Clean: 14650 S. Central Avenue Planned Unit Development: The applicant requests review and recommendation of approval of a final planned development to allow a residential dwelling unit to a commercial property located at 14650 S. Central Avenue in the C1 – Local Commercial District.

Paul Ruane presented the facts regarding the request for approval of a final planned development. The zoning of the property is C1, local commercial district. Single family homes are not allowed uses in the commercial districts currently. Single family residential uses are only allowed via the Planned Unit Development. The property owners are planning to keep it as it exists. There was a recent remodel to the residential home. They are looking to be allowed to continue use as a residential home and bring their business, a business within Oak Forest, to a commercial garage space that they already have on the property. It would be used as an office as well as storage for their cleaning supplies. Approval of the Planned Unit Development would allow them to continue to use the single family home and be built back if there was some kind of emergency or natural disaster that were to take out the house. The reason we got to this point is for their finance. The financial institute called the city to find out whether or not it is an allowed use. If it was to be naturally demolished, can it be built back. If it is not an allowed use they cannot get financing. The approval of this request would allow a single family home but not without the mixed use of a commercial business to continue to carry on. There are a couple of conditions for approval. Landscaping within reason to block off Rizzo's back parking lot and a bike rack. This circumstance may not be most ideal for bike traffic, but is also for any future commercial. Paul Ruane stated the applicant is present for any questions.

Commissioner Kunz asked if prior to this if it was a business and a house. Paul Ruane stated from what he heard there was a retail shop. They were previously working without having permission to do so. The structures were already there and they were not making any immediate changes so therefore were not required to go through this process.

Commissioner Schroeder asked if the residential and commercial property are all on one lot. Paul stated it is one pin, parcel.

Commissioner Ziak asked if Paul was going to make them put in a bike rack. Paul stated it is a condition for approval. There is no specific timeline on that. Sooner rather than later so it does not stay on the project list.

Commissioner Forbes asked if the owner of Queens of Clean will reside in the house or if it will be a rental. Laura Miranda, 15743 LaPaz Court, approached the podium. Her business is currently run in the industrial part of Oak Forest. Cost of living has gone up, the landlord raised her rent excessively and the goal is to condense. She could get a mortgage by combining her business and residence together. She is hoping to expand the company. There was mention of the forest preserve offering land for sale. No rentals. She will reside there.

Pedro Castenda, owner of 14650 Central, approached the podium. He stated there is no more junk on the property since he took over. The single family residence has been there for over 100 years. The commercial space, he believes based on the concrete work and the interior remodel, has been there for about 25-30 years. The commercial portion was built onto the residential that was already existing. In terms of financing, he purchased it

via HUD foreclosure. HUD foreclosure meaning it was a FHA loan, approved for owner occupied loan for this property. This was approved at some point for residential property.

Commissioner Forbes asked the current owner if the business building has restrooms. Mr. Castenda stated currently there is no running water. That is part of the agreement with the buyer. Once it closes, he will pull new permits with the plumber to bring new water to that. There is an existing half bathroom and utility sink. Currently there is city water and septic. Commissioner Forbes stated that for the business structure, it is required that it has its own bathroom. Mr. Castenda stated there is an agreement that the half bathroom will be completed within 30 days post close.

Paul Ruane remarked about the water and septic. He was able to confirm with Public Works that the closest connection for sewer is on the other side of 147th Street and over a 100 foot distance and would not be required to tap in.

Chairman Stuewe asked for any questions or comments. Anyone in the audience? Seeing none.

Chairman Stuewe asked for a motion to affirm zoning case 23-22 recommending approval of the Planned Unit Development.

Commissioner Forbes made the motion. Commissioner Larson seconded.

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

The vote was 9-0-0, with 0 absent. Paul Ruane stated the request will now go before City Council on August 22, 2023 for final determination.

Chairman Stuewe asked Paul Ruane if there are any future items coming up.

Paul Ruane stated they will not have a meeting for the first meeting in September. Planning and Zoning has 7 items going to City Council on Tuesday.

Commissioner Larson asked when Culvers will open. Paul stated he believes mid September date to open.

Commissioner Kunz asked when the hardware store will be knocked down. Paul stated the City is finalizing the deal and he believes it is on the agenda for Tuesday. Commissioner Kunz stated he asked because there have been sightings of people that should not be there.

Commissioner Stuewe asked about the gas station across from the bowling alley. Paul stated that is another project the City is working on. They are looking to take possession of that property. It was asked if they removed the tanks. Paul stated yes, 3 tanks were removed.

Commissioner Larson asked about the property north of that, by 151st. Paul stated the senior living. They finally closed on the property. They still need to finalize annexation. The next step will do something with the house.

Chairman Stuewe asked how the townhomes and condos are going. Commissioner Forbes stated the Deshe Project on 157th Cicero is going awesome. The first 5 units will probably be done next month. The month after that the next 10 will be done. They should start going vertical on the apartment building in the next couple weeks.

Commissioner Ziak commented regarding the last meeting. He stated it is not really anything for this board but one of the petitioners whose petition was denied came up to those of us who voted against it and questioned fairly aggressively. He does not think that is generally appropriate for the commissioners to have to deal with. He asked if the commissioners are allowed to speak with the petitioners after a meeting and required to explain themselves to the petitioners if they vote against something. Paul Ruane stated he did not believe that the commissioners should have to explain themselves after the situation. He sincerely apologized to anyone who had to witness something like that. He does not want this to be a reason why the commissioners do not speak their mind the way they do. He appreciates their input. Commissioner Forbes stated he knows the City Administrator handled it and talked to that individual and let them know that type of behavior was not acceptable.

Chairman Stuewe asked for a motion to approve the minutes from August 2, 2023.

Commissioner Larson made the motion.

Commissioner Ziak seconded.

AYES	NAYS	ABSTAIN	ABSENT
Commissioner Ater			
		Commissioner Forbes	
Commissioner Kunz			
Commissioner Larson			
Commissioner Runge			
		Commissioner Schroeder	

Commissioner Sykes			
Commissioner Ziak			
Chairman Stuewe			

Motion to approve the minutes of July 19, 2023 with no changes, carried 7-0-2 with 0 absent.

No one present for citizen participation.

Chairman Stuewe asked for a motion to adjourn meeting.

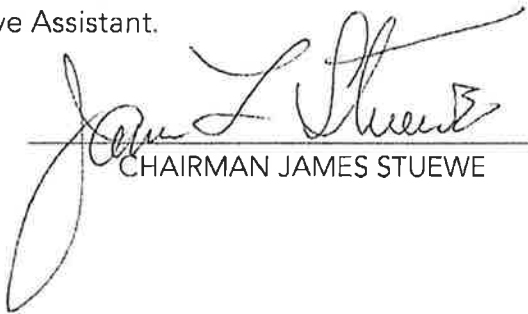
Commissioner Forbes made the motion.

Commissioner Runge seconded.

All in favor – ayes.

Meeting adjourned at 7:48 p.m.

Minutes prepared by Nicole Tormey, Executive Assistant.



CHAIRMAN JAMES STUEWE



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 12, 2023
TO: Oak Forest City Council
FROM: Mayor Henry L. Kuspa
SUBJECT: Appointment of Dan Walsh to the Oak Forest Economic Advisory Council

Background

A vacancy exists on the Economic Advisory Council (EAC) and requires a replacement to maintain effective service and maintain meeting quorums.

Mr. Walsh comes with 14 years experience as the Vice President of Commercial Lending at CNB Bank and Trust located in Oak Forest. Previous experience with the Oak Forest Planning and Zoning Commission including three and a half years of service.

Mr. Walsh has a wealth of knowledge in the commercial lending which would be a great asset to the EAC.

Action Requested

Approval for the appointment of Dan Walsh to the Oak Forest Economic Advisory Council.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 12, 2023
TO: Mayor Kuspa, City Council
FROM: Paul Ruane, Community Planner
Resolution 2023-12-0451R authorizing support and consent to designate 15900 S. Cicero Avenue as a priority southland tax reactivation property
SUBJECT: pursuant to public act 102-1010

Site Aerial



Background

The City is petitioning to designate 15900-24 S. Cicero Avenue and 4809-4811 W. 159th Street as Southland Reactivation Act property.

The City owned property located at 15900 S. Cicero Avenue is approximately 0.8-acres in size. This property has been marketed by the City as a development site for a number of years. Recently, City Staff has been working closely with a developer, to purchase and develop the site. On July 21, 2023, the City approved Ordinance 2023-07-09850 authorizing the sale of 15900 S. Cicero Avenue to MDAK Realty Oak Forest LLC. to construct a new Dunkin' Donuts.

In the process of due diligence the developer requested the City acquire the Southland Reactivation incentive.

This incentive similar to a Class 8 property tax incentive requires the City's recommendation/designation. In comparison, this application requires the City who to apply for the Reactivation Act.

The Southland Reactivation Act (P.A. 102-1010) is legislation creating a meaningful property tax solution that benefits both developers and local government. It's a tax abatement incentive for property developers and investors who purchase commercial and industrial property from municipalities or their land bank partners, the South Suburban Land Bank and Development Authority and Cook County Land Bank. This innovative law establishes a Southland Reactivation property designation, which effectively lowers property tax bills for qualifying sites for a 12 year period in areas ripe for redevelopment in the South Suburbs.

Municipalities have the discretion to "reactivate," or designate a qualifying site as a Southland Reactivation property, if the redevelopment furthers the community's defined economic development goals. Southland Reactivation designation spurs private investment in the Southland by reducing and capping the property tax liabilities (tax bills) of eligible sites for 12 years.

Public Act 102-1010 is model legislation as it removes properties from the Assessor's and Board of Review's Market Assessment process for the duration of the 12-year incentive. It also establishes a maximum tax liability for enrolled properties. Unlike the Cook County Property Tax Incentive Programs for Class 6, 7, and 8 which reduce market value assessments from 25% to 10% and require affidavits, application fees, and potentially documentation of special circumstances, the Southland Reactivation Act is simple and, with municipal approval, can be fast tracked in as little as 15 days.

The Act uses a unique formula to develop a low tax liability for the property utilizing its Base Year EAV—the last tax year during which the property was occupied and assessed and had an equalized assessed valuation (EAV)—as a starting point for an assigned EAV. Next, it reduces that EAV by 50% and has a codified maximum tax liability ceiling for year one of \$100,000. In years two through 12, the tax liability for the property increases over the preceding year by 10%.

The requirements of a Southland reactivation property include municipality designation through resolution (subject request), is held by a municipality, zoned for commercial use, past taxes need to be clear, investment, which would result a higher assessed value, reverse long-standing divestment in the area, enhance inclusive economic growth, create jobs or career pathways, support equitable recovery of the community, and stabilize the tax base through investments that align with local government plans and priorities.

The Reactivation designation is not renewable at this time, as its formula significantly reduces the total tax liability during the 12 year incentive period.

Analysis

The subject property is within the 159th Street and the Cicero Avenue corridor, which has seen significant updates increasing the values in properties nearby.

Staff analyzes the following criteria when considering an incentive request

The following is staff analysis of this project in relation to the City's above incentive criteria:

1. Highest and best use: The land has been vacant for many years. A new quick service restaurant with a drive-thru establishment is desirable and is a larger traffic driver. This use is the most desirable and best use of this property.
2. Jobs impact: The incentive request will be laterally move existing jobs from the current establishment down the street. This development will allow the opportunity for additional jobs to fill back the old business.
3. Proposed level of private investment: This user stands out in that the applicant has a track record of investing significantly in development.
4. Tax & overall economic impact: This use is anticipated to produce significant sales tax revenue; the anticipated property tax bill with the incentive is anticipated to provide a user for a location that has been vacant for many years.
5. "But for" showing need for the incentive: The critical nature of this incentive is necessary to the project viability to including the site improvements and construction of a brand new building

Recommendation

The EAC met on December 6th to review this request and recommended approval.

Action Requested

Approval of Resolution 2023-12-0451R consenting to designate 15900 S. Cicero Avenue a Southland Reactivation Act property.

CITY OF OAK FOREST

RESOLUTION NO. 2023-12-0451R

A RESOLUTION AUTHORIZING SUPPORT & CONSENT TO DESIGNATE 15900 S.
CICERO AVENUE AS A PRIORITY SOUTHLAND TAX REACTIVATION PROPERTY
PURSUANT TO PUBLIC ACT 102-1010

Passed by the City Council, _____, 2023

Printed and Published, _____, 2023

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

CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

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

City Clerk

RESOLUTION NO. 2023-12-0451R

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

A RESOLUTION AUTHORIZING SUPPORT & CONSENT TO DESIGNATE 15900 S. CICERO AVENUE AS A PRIORITY SOUTHLAND TAX REACTIVATION PROPERTY PURSUANT TO PUBLIC ACT 102-1010

shall be and is hereby adopted as follows:

WHEREAS, the State of Illinois has enacted Public Act 102-1010 (the "Act") which provides for real estate tax incentives to certain properties located in an area of Cook County, Illinois that includes the City of Oak Forest, an Illinois municipal corporation (the "Municipality"); and

WHEREAS, the Municipality finds that the public would benefit from returning properties that have shown a clear pattern of stagnation and depressed condition to productive use; and

WHEREAS, the initial step in the Act's reactivation process is the designation of a parcel, site or property as a priority tax reactivation property; and

WHEREAS, it has come to the attention of the Municipality that there is interest in developing the property with this address and these PINs ("Property"):

Addresses: 4809 W. 159th Street, 4811 W. 159th Street, 15900 S. Cicero Avenue, 15908 S. Cicero Avenue, 15914 S. Cicero Avenue, 15918 S. Cicero Avenue, and 15924 S. Cicero Avenue, Oak Forest, IL. 60452.

PINs: 28-21-205-015-0000, 28-21-205-016-0000, 28-21-205-017-0000, 28-21-205-025-0000, 28-21-205-027-0000, 28-21-205-030-0000, 28-21-205-031-0000.

WHEREAS, the Municipality finds that the Property has shown a clear pattern of stagnation and depressed condition/has experienced a decline in its assessed valuation;

WHEREAS, MDAK Realty Oak Forest LLC, an Illinois limited liability company or its assignee ("Buyer"), intends to construct a quick service restaurant building with a drive-through facility which is anticipated to result in relocating an existing business and therefore offering a previous building to produce a number of new jobs in the

community. The future use will benefit community adding a new restaurant to a corner vacant for more than 20 years (the "Project"); and

WHEREAS, the Project will be located at 4809-4811 W. 159th Street and 15900-15924 S. Cicero Avenue in the City of Oak Forest, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Dunkin - Project Real Property"); and

WHEREAS, Municipal staff have determined that the Dunkin - Project Real Property meets its qualification requirements to be designated as a Southland Reactivation site, reviewed the proposed Project and hereby recommends to the City Council that the Municipality expressly determine by resolution, among other things, that the City supports and consents to the designation of the Dunkin - Project Real Property as a Southland Reactivation Site and to notifying the Assessor of the designation pursuant to P.A. 102-1010;

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

Section 1. The foregoing recitations are incorporated into this Resolution.

Section 2. For the following reasons, the City Council of Oak Forest designates the Property as a priority tax reactivation parcel, site, or property due to its clear pattern of stagnation and depressed condition:

- A. The Property has shown a clear pattern of stagnation and depressed condition or has experienced a decline in its assessed valuation.
- B. The Property is currently owned, and title held, by [check one] ("Participating Entity"):

Cook County Land Bank Authority

South Suburban Land Bank and Development Authority

City of Oak Forest

- C. The Property is zoned for commercial or industrial use.

- D. The Property has [check one]:

Had its past property taxes cleared and is now classified as exempt; or

Not had a lawful occupant for at least 12 months as supported by an affidavit.

E. The Property was last occupied and assessed in the (“Base Year”) and in that year had an equalized assessed value as referenced below:

PINs	Base Year EAV	Base Year	Tax Rate	Tax Code
28-21-205-025-0000	34,063.00	2001	15.131	13197
28-21-205-027-0000	15,978.00	2017	15.131	13197
28-21-205-030-0000	95,222.00	2001	15.131	13197
28-21-205-031-0000	9,946.00	2017	15.131	13197
28-21-205-015-0000	13,756.00	2017	15.131	13197
28-21-205-016-0000	13,756.00	2017	15.131	13197
28-21-205-017-0000	13,756.00	2017	15.131	13197
Total EAV:	\$196,477.00			

F. The Property is located in Bremen Township, Cook County, an eligible Township under Public Act 102-1010.

Section 3. The Municipality approves the sale of the Property by the Participating Entity to MDAK Realty Oak Forest LLC, an Illinois limited liability company or its assignee (“Buyer”) and finds that, if not for the southland reactivation designation, development or redevelopment of the Property will not occur. The proposed sale of the Property to the Buyer will result in investment, which would result in a higher assessed value.

Section 4. The Municipality has determined that the Buyer is not a liable party for prior delinquent taxes associated with the Property, as supported by an affidavit signed by the Buyer.

Section 5. The Municipality reserves the right to suspend or revoke the Southland Reactivation designation of Dunkin - Project Real Property if there is failure to show substantial progress on Project within 2 years of Buyer’s purchase. Other grounds for revocation may include failure to comply with environmental regulations, failure to meet redevelopment objectives, violating provisions of the development agreement, delinquencies in payment of property taxes, or egregious violations of law or acts that jeopardize the health, safety, and welfare of the surrounding community.

ADOPTED

This _____ day of _____, 2023

APPROVED by Mayor

This _____ day of _____, 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole Tormey, City Clerk

ALDERPERSON	AYE	NAY	ABSTAIN	ABSENT
Kenneth Keeler, 1 st Ward				
Joe McCarthy, 2 nd Ward				
Charles Wolf, 3 rd Ward				
Paul Selman, 4 th Ward				
James Emmett, 5 th Ward				
James Hortsman, 6 th Ward				
Denise Danihel, 7 th Ward				
Henry Kuspa, Mayor				

Exhibit A
Legal Description

PARCEL 1:

LOT 1 (EXCEPT THE NORTH 17 FEET THEREOF) AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1 DISTANCE 17 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, SAID POINT OF BEGINNING ALSO THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST 159TH STREET (AS NOW LOCATED AND ESTABLISHED) WITH THE WEST LINE OF SOUTH CICERO AVENUE (AS NOW LOCATED AND ESTABLISHED) THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 132.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 17 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 1 (BEING ALSO THE WEST LINE OF SOUTH CICERO AVENUE) A DISTANCE OF 82.55 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE LINE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50 FEET WITH A CENTRAL ANGLE OF 80 DEGREES, 29 MINUTES, 40 SECONDS A DISTANCE OF 70.24 FEET TO A POINT IN THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 0.66 FEET TO A POINT IN SAID SOUTH LINE OF WEST 159TH STREET (AS NOW LOCATED AND ESTABLISHED) THENCE EAST ALONG SAID SOUTH LINE OF WEST 159TH STREET AND A DISTANCE OF 58.92 FEET TO THE POINT OF BEGINNING IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ARBOR PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT THAT PART NORTHWEST OF RAILROAD) IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 20 FEET OF LOT 2, ALSO THAT PART OF LOT 2 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF LOT 2, 20 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2, THENCE RUNNING NORTH ALONG THE EAST LINE OF SAID LOT 2, 112.55 FEET; THENCE WEST 6 FEET; THENCE SOUTH TO THE NORTHEAST CORNER OF THE BUILDING LOCATED ON SAID LOT 2, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BUILDING TO THE SOUTHEAST CORNER OF THE SAID BUILDING; THENCE SOUTH TO A POINT 20 FEET NORTH OF THE SOUTH LINE OF LOT 2, THENCE EAST TO THE POINT OF BEGINNING IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ARBOR PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT THAT PART LYING NORTHWEST OF RAILROAD) IN COOK COUNTY, ILLINOIS

Exhibit A – cont.
Legal Description

EXCEPTING THEREFROM:

THAT PART OF LOTS 1 AND 2 IN BLOCK 1 OF W.F. KAISER AND CO.'S ARBOR PARK, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1915 AS DOCUMENT 5705901, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 02 DEGREES 02 MINUTES 45 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 17.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 6 (159TH ST.) PER CONDEMNATION CASE NO. 60-S-2432 AND THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE, SAID LINE ALSO BEING 17.00 FEET NORMALLY DISTANT SOUTH OF THE NORTH LINE OF SAID LOT LR A DISTANCE OF 6.00 FEET TO THE WEST LINE OF THE EAST 6.00 FEET OF SAID LOT 2; THENCE SOUTH 02 DEGREES 02 MINUTES 4 5 SECONDS EAST ALONG SAID WEST LINE, 35.00 FEET TO THE SOUTH LINE OF THE NORTH 52.00 FEET OF SAID LOTS 1 AND 2; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST ALONG SAID SOUTH LINE, 16.86 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 54 SECONDS EAST TO THE WEST RIGHT-OF-WAY LINE OF SOUTH CICERO AVENUE PER SAID CONDEMNATION CASE, SAID WEST LINE ALSO BEING 17.00 FEET NORMALLY DISTANT WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 34.51 FEET; THENCE NORTHWESTERLY 70.73 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS NORTH 42 DEGREES 13 MINUTES 15 SECONDS WEST 64.98 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 02 DEGREES 02 MINUTES 4 5 SECONDS WEST, ALONG SAID WEST LINE, 0.66 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.031 ACRES, MORE OR LESS, AS DEPICTED ON WARRANTY DEED RECORDED JANUARY 6, 2016 AS DOCUMENT NUMBER 1600646049 RECORDED IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 20, 21, 22 AND 23 (EXCEPT THE EAST 17 FEET OF EACH OF SAID LOTS) IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ARBOR PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21 TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT THAT PART LYING NORTHWEST OF RAILROAD) IN COOK COUNTY, ILLINOIS

PARCEL 4

LOT 2 (EXCEPT THE NORTH 17 FEET THEREOF) AND ALSO (EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF LOT 2, 20 FEET NORTH OF THE SOUTH LINE OF SAID LOT, THENCE RUNNING NORTH ALONG THE EAST LINE OF SAID LOT, 112.55 FEET, THENCE WEST 6 FEET, THENCE SOUTH TO THE NORTHEAST CORNER OF BUILDING LOCATED ON SAID LOT 2, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BUILDING TO THE SOUTHEAST CORNER OF SAID BUILDING, THENCE SOUTH TO A POINT 20 FEET NORTH OF THE SOUTH LINE OF LOT 2, THENCE EAST TO THE POINT OF BEGINNING) AND ALSO (EXCEPT THE SOUTH 20 FEET THEREOF) AND THE EAST 35 FEET OF LOT 3 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN W. F. KAISER AND COMPANY'S ARBOR PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT PART OF NORTHWEST OF RAILROAD) IN COOK COUNTY, ILLINOIS.

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THE SOUTH 35.00 FEET OF THE NORTH 52.00 FEET OF SAID LOT 2, EXCEPTING THE EAST 6.00 FEET THEREOF, AND THE SOUTH 35.00 FEET OF THE NORTH 52.00 FEET OF SAID LOT 3, EXCEPTING THE WEST 15.00 FEET THEREOF, AS DEPICTED IN WARRANTY DEED RECORDED MAY 10, 2017 AS DOCUMENT NUMBER 1713046016 RECORDED IN COOK COUNTY, ILLINOIS.

...commonly referred to as 4809 W. 159th Street, 4811 W. 159th Street, 15900 S. Cicero Avenue, 15908 S. Cicero Avenue, 15914 S. Cicero Avenue, 15918 S. Cicero Avenue, and 15924 S. Cicero Avenue, Oak Forest, IL. 60452.

PINs: 28-21-205-015-0000
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28-21-205-025-0000
28-21-205-030-0000
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PARCEL 2:

THE SOUTH 20 FEET OF LOT 2, ALSO THAT PART OF LOT 2 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF LOT 2, 20 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2, THENCE RUNNING NORTH ALONG THE EAST LINE OF SAID LOT 2, 112.55 FEET; THENCE WEST 6 FEET; THENCE SOUTH TO THE NORTHEAST CORNER OF THE BUILDING LOCATED ON SAID LOT 2, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BUILDING TO THE SOUTHEAST CORNER OF THE SAID BUILDING; THENCE SOUTH TO A POINT 20 FEET NORTH OF THE SOUTH LINE OF LOT 2, THENCE EAST TO THE POINT OF BEGINNING IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ARBOR PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT THAT PART LYING NORTHWEST OF RAILROAD) IN COOK COUNTY, ILLINOIS

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PARCEL 3:

LOTS 20, 21, 22 AND 23 (EXCEPT THE EAST 17 FEET OF EACH OF SAID LOTS) IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ARBOR PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21 TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT THAT PART LYING NORTHWEST OF RAILROAD) IN COOK COUNTY, ILLINOIS

PARCEL 4

LOT 2 (EXCEPT THE NORTH 17 FEET THEREOF) AND ALSO (EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF LOT 2, 20 FEET NORTH OF THE SOUTH LINE OF SAID LOT, THENCE RUNNING NORTH ALONG THE EAST LINE OF SAID LOT, 112.55 FEET, THENCE WEST 6 FEET, THENCE SOUTH TO THE NORTHEAST CORNER OF BUILDING LOCATED ON SAID LOT 2, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BUILDING TO THE SOUTHEAST CORNER OF SAID BUILDING, THENCE SOUTH TO A POINT 20 FEET NORTH OF THE SOUTH LINE OF LOT 2, THENCE EAST TO THE POINT OF BEGINNING) AND ALSO (EXCEPT THE SOUTH 20 FEET THEREOF) AND THE EAST 35 FEET OF LOT 3 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN W. F. KAISER AND COMPANY'S ARBOR PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD AND EXCEPT PART OF NORTHWEST OF RAILROAD) IN COOK COUNTY, ILLINOIS.

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...commonly referred to as 4809 W. 159th Street, 4811 W. 159th Street, 15900 S. Cicero Avenue, 15908 S. Cicero Avenue, 15914 S. Cicero Avenue, 15918 S. Cicero Avenue, and 15924 S. Cicero Avenue, Oak Forest, IL. 60452.

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28-21-205-017-0000
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28-21-205-030-0000
28-21-205-031-0000

300 S. Wacker Drive
Suite 1500
Chicago, IL 60606
T 312.648.2300, Ext. 112
D 312.775.3605
F 312.648.1212
E monica.shamass@sfbbg.com

November 29, 2023

Sent via Email: pruane@oak-forest.org

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

Re: Southland Reactivation Act Designation for Property at 15900 S Cicero

Dear Mr. Ruane,

I hope this letter finds you well. I am writing on behalf of MDAK Realty Oak Forest, LLC, an Illinois limited liability company ("MDAK"), to formalize our previous discussions regarding our interest in obtaining designation under the Southland Reactivation Act ("SRI") for the property located at 15900-15924 S. Cicero Ave., Oak Forest, Illinois ("Property") for the following PINs: 28-21-205-025-0000, 28-21-205-030-0000, 28-21-205-031-0000, 28-21-205-027-0000, 28-21-205-015-0000, 28-21-205-016-0000, 28-21-205-017-0000.

As you are aware, the City is under contract with MDAK with regard to the Property and as such they have discussed the Southland Reactivation Act ("SRI"). This communication has been instrumental in our understanding of the potential benefits that SRI can bring to this development. MDAK views the SRI as a crucial tax abatement incentive. The Property, as you may be aware, meets the criteria outlined in the SRI, being both qualified and classified as a tax-exempt commercial or industrial property, which, has remained vacant and unimproved for the past 12 months, underscoring the transformative potential this incentive can offer.

This proposed development aligns with the objectives of the SRI and holds significant potential to transform an otherwise non-tax-generating property into a valuable asset for the City of Oak Forest. Without the advantages offered by the SRI, MDAK would likely find it financially unfeasible to proceed with the acquisition and subsequent development of this property, therefore stalling the revitalization of this area.

MDAK has had the pleasure of previously having met with representatives from the City to discuss their development plans in detail. In a brief summary, MDAK plans to construct a Dunkin' Donuts and Baskin Robbins restaurant, featuring a roughly 2,300-square-foot building with a drive-through. The design includes a well-landscaped area with outdoor seating and ample



onsite parking. The restaurant will be strategically located at the corner of West 159th Street and South Cicero Avenue, contributing positively to the aesthetics and economic vitality of the area.

We believe that this project, made possible through the SRI, has the potential to be a mutually beneficial endeavor, transforming an underutilized property into a thriving business that will positively impact the City of Oak Forest. We are grateful for the assistance and cooperation extended to us by the City throughout this process and look forward to the opportunity to contribute to the community's growth and prosperity.

Thank you once again for your time, consideration, and ongoing collaboration. We anticipate further discussions to ensure a smooth and successful realization of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Shamass". The signature is fluid and cursive, with a large loop at the beginning and a long tail.

Monica Shamass
SCHOENBERG FINKEL BEEDERMAN BELL GLAZER LLC

SECTION 1 - LAST KNOWN EAV	
Last Known EAV Prior to Exemption	\$196,477
Tax Rate (2020)	15.131

[Click here to search for Last Known EAV by PIN](#)

[Click here to find the latest year's tax rate](#)

SECTION 2 will calculate automatically after **SECTION 1** is completed.

SECTION 2 - SOUTHLAND REACTIVATION DESIGNATION TAX BILL	
Last Known EAV Prior to Exemption	\$196,477
50% of that EAV	\$98,239
Tax Rate (2021)	15.131
Estimated Base Tax Bill (not to exceed \$100,000.00)	\$14,864
Southland Reactivation "Base" Tax Bill	
YEAR TWO (2): Base Tax Bill x 1.1	\$16,351
YEAR THREE (3): YEAR TWO Tax Bill x 1.1	\$17,986
YEAR FOUR (4): YEAR THREE Tax Bill x 1.1	\$19,785
YEAR FIVE (5): YEAR FOUR Tax Bill x 1.1	\$21,763
YEAR SIX (6): YEAR FIVE Tax Bill x 1.1	\$23,939
YEAR SEVEN (7): YEAR SIX Tax Bill x 1.1	\$26,333
YEAR EIGHT (8): YEAR SEVEN Tax Bill x 1.1	\$28,967
YEAR NINE (9): YEAR EIGHT Tax Bill x 1.1	\$31,863
YEAR TEN (10): YEAR NINE Tax Bill x 1.1	\$35,050
YEAR ELEVEN (11): YEAR TEN Tax Bill x 1.1	\$38,555
YEAR TWELVE (12): YEAR ELEVEN Tax Bill x 1.1	\$42,410
TOTAL ESTIMATED TAX BILL OVER 12 YEARS	\$317,866



The Southland Reactivation Act (Public Act 102-1010)

SB 3189, HA1 (Joyce-DeLuca) was signed into law by Governor Pritzker on Friday, May 27, 2022.

The Southland Reactivation Act (PA 102-1010) provides South Suburban communities with a new economic development tool that breaks the disinvestment cycle by lowering high property tax burdens and the staggering number of blighted or underperforming commercial and industrial properties that are not contributing to the tax base. It allows distressed Southland municipalities to “reactivate” their own tax-exempt or long vacant, abandoned properties that meet specific criteria in order to bring them back on the tax rolls, contributing much needed property tax revenues to all taxing bodies.

The act will accelerate market-driven investment that brings new jobs and long-term sustainable growth to the tax base in hard hit South Suburban communities—among the most vulnerable in Illinois. It would provide the Southland a new economic development tool that spurs private sector investment and tackles blight, getting tax exempt properties back on the tax rolls helps alleviate tax pressure on existing property owners and provides important revenue for schools and government services at no cost to the State.

How Will The Pilot Work?

- The act creates a tax abatement incentive to property developers who purchase commercial and industrial property in the Southland.
- Targets commercial and industrial properties that have shown a clear pattern of economic stagnation or decline of real estate taxes as a result of depressed conditions.
- The property must be located in Bloom, Bremen, Calumet, Rich, Thornton or Worth Townships in Cook County.
- Eligible properties are restricted to those that are held by either a municipality or the South Suburban Land Bank Development Authority or the Cook County Land Bank Authority, two regional economic development partners created to prevent blight and its negative impact on effected communities.
- “Reactivation” of these tax exempt or long-abandoned sites will result in new investment and re-establishment of strong industrial & commercial properties that bring new tax dollars and local jobs to distressed, disinvested communities throughout the south suburbs.
- Identified properties that meet qualifying criteria would be assessed at 50% of the last known equalized assessed value.
- For the first year a property is certified as a southland reactivation property, the aggregate tax bill liability for the property cannot exceed \$100,000. Discounts on the liability would decrease gradually, but continue for a total of 12 years.
- Results in new investment, new jobs, economic recovery, and tax base growth benefitting everyone.

The South Suburban Mayors and Managers Association (SSMMA) represents the communities of Alsip, Beecher, Blue Island, Burnham, Calumet City, Calumet Park, Chicago Heights, Country Club Hills, Crestwood, Crete, Dixmoor, Dolton, East Hazel Crest, Flossmoor, Ford Heights, Glenwood, Harvey, Hazel Crest, Homewood, Lansing, Lynwood, Markham, Matteson, Midlothian, Mokena, Monee, Oak Forest, Olympia Fields, Orland Hills, Orland Park, Park Forest, Peotone, Phoenix, Posen, Richton Park, Riverdale, Robbins, Sauk Village, South Chicago Heights, South Holland, Steger, Thornton, Tinley Park, University Park, and Worth.

For more information contact SSMMA Director Kristi DeLaurentiis at 708-567-5156 or kdelaurentiis@ssmma.org.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 5, 2023
TO: Mayor Kuspa, City Council
FROM: City Administrator Timothy J. Kristin
SUBJECT: APPROVAL OF A RESOLUTION NO. 2023-12-0454R ADOPTING THE TREE
REMOVAL ASSISTANCE PROGRAM FOR THE BENEFIT OF THE CITY OF OAK FOREST

Background

Trees are a wonderful part of a landscape. They add beauty, they add privacy and they provide shade. However, while trees definitely offer a number of benefits, when they are dead, they can cause a host of problems.

Whether a tree on your property is dying because it has been struck by lightning or it has died as a result of age, having the tree removed is extremely important. Here's a look at five very good reasons.

It attracts pests

A dead tree is extremely attractive to pests. Termites, carpenter ants and other wood boring insects will seek out the tree and set up shop in it. These bugs will quickly multiply, which means that other trees or even your house could be in danger of being infested. Additionally, animals may seek out the tree and nest in it. Rats are known to create nests in dead trees, and when a rats are in your dead tree, they'll eventually invade your home to find food and additional shelter.

It could fall

A dead tree isn't strong, which means that there is more of a possibility that it will fall over. There's no telling when a dead tree will topple over, but it's a pretty safe bet that it will fall at some point. When it does fall, it could land on your house, your neighbor's house, your fence or on any other piece of property resulting in a costly emergency tree service. There's also a possibility that it could fall on someone, causing serious injury. In the event that that dead tree does fall and do damage, you are liable for the repairs or the medical care that may be needed as a result.

It costs less to remove it now

When a tree is dead, its structural integrity is compromised. A gust of wind could blow and as a result, those dead branches could fall off. When a branch does fall, it

could land on top of a car, a fence, a roof or even a person or an animal. The damage or injury that may result could be catastrophic.

It could impact other trees

If a disease killed the tree, the rest of the trees in your yard could be impacted. Tree disease is contagious. For instance, if mildew or mold develops on the tree, it could spread to the other trees and plants in your yard. As a result, your entire landscape could be destroyed by that one single dead tree in your yard.

They're not pretty

Dead trees just aren't attractive. You want your yard to look as visually appealing as possible. When you have a tree that doesn't have leaves, has branches falling off of it and bark is peeling off, the aesthetic appeal of your yard is automatically impacted. When the curb appeal of your home is impacted, your property could lose value, which could hit you in your pocket if you're thinking about selling.

The City of Oak Forest City code currently provides that The City may take enforcement action against a property owner for trees that are deemed a nuisance. The current practice is to seek compliance from the owner through the Oak Forest Code Enforcement Department to remediate their property. In some cases the owner of the property is not willing to cooperate with code enforcement or do not have the financial resources to remove the tree on their own. The City has been forced to take action under the authority of 90.105 (see cited code) to remove the tree involuntarily.

90.105 NUISANCE TREES ON PRIVATE PROPERTY.

The city, in accordance with the law, shall have the right to cause the removal of any dead, diseased, or trees that are deemed a nuisance on private property within the city, when such trees constitute a hazard to life and property, or harbor insects or disease which constitutes a potential threat to other trees within the city. The city will notify in writing the owners of such trees. Removal is the responsibility of said owners and shall be done by the owners at their own expense within 60 days after the date of service of notice or such other time as may be agreed upon by the city and the property owner. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and file a lien against the property for the amount of the costs of removal.

The City of Oak Forest recognizes that the removal of tress can be cost prohibitive to Oak Forest residents. In an effort to partner with Oak Forest residents to abate nuisance trees, city staff recommends implementing a program to offer limited financial assistance to Oak Forest homeowners in an effort to remove nuisance trees from their property. A property owner with a dead, diseased, decaying, or nuisance tree on PRIVATE property is eligible to participate in the "Tree Removal Assistance Program" whereby the City of Oak Forest will share 50% up to (\$750.00)

a tree removed to ground level. The annual maximum amount the City will contribute to tree removal for a property owner is (\$750.00) per property. Removal of nuisance trees is important to the City of Oak Forest for the reasons stated above. (See attached policy). The proposed policy is in line with Oak Forest high-states strategy number two, Community Pride and Image. The expenditure for this program has a low financial impact to the operating budget of the Community Development Department property improvement fund line item 01-12-5659.

ACTION REQUESTED

Approve resolution No. 2023-12-0454R

CITY OF OAK FOREST

RESOLUTION NO. 2023-12-0454R

A RESOLUTION ADOPTING THE TREE REMOVAL ASSISTANCE PROGRAM FOR THE
BENEFIT OF THE CITY OF OAK FOREST

Passed by the City Council, December 12th, 2023

Printed and Published, December 12th, 2023

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

CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

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

City Clerk

RESOLUTION NO. 2023-12-0454R

A RESOLUTION ADOPTING THE TREE REMOVAL ASSISTANCE PROGRAM FOR THE
BENEFIT OF THE CITY OF OAK FOREST

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

WHEREAS, in order to establish a uniform and coordinated approach to community development activities and financial assistance, the corporate authorities of the City of Oak Forest wish to adopt Tree Removal Assistance Program policy; and

WHEREAS, City of Oak Forest realizes and acknowledges the importance of the landscaping appearance and the health and safety of the residents of the City of Oak Forest; and,

WHEREAS, the Mayor and Oak Forest City Council has determined it in the best interest of the City of Oak Forest to provide assistance payments to encourage the removal of dead, diseased, decayed, or nuisance trees from private properties; and

WHEREAS, the Mayor and Oak Forest City Council has determined to implement the Tree Removal Assistance Program and appropriate sufficient monies to grant a maximum of fifty percent of the total tree removal cost not to exceed seven hundred and fifty dollars (\$750.00) per property or applicant during a calendar year; and

WHEREAS, the financial assistance offered to residents of Oak Forest by the City of Oak Forest will not exceed \$7,500.00 per fiscal year and the grant will be renewed from fiscal year to fiscal year automatically.

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

SECTION ONE: The corporate authorities of the City of Oak Forest hereby approve and adopt the Tree Removal Assistance Program Policy, attached hereto as Exhibit A and incorporated herein by reference.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION THREE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

ADOPTED

This _____ day of _____, 2023

APPROVED by Mayor

Henry L. Kuspa, Mayor

This _____ day of _____, 2023

ATTEST:

Nicole Tormey, City Clerk

ALDERPERSON	AYE	NAY	ABSTAIN	ABSENT
Kenneth Keeler, 1 st Ward				
Joe McCarthy, 2 nd Ward				
Charles Wolf, 3 rd Ward				
Paul Selman, 4 th Ward				

James Emmett, 5 th Ward				
James Hortsman, 6 th Ward				
Denise Danihel, 7 th Ward				
Henry Kuspa, Mayor				



Tree Removal Assistance Program

EFFECTIVE MAY 1, 2024

The City of Oak Forest is pleased to announce a Tree Removal Assistance Program to assist single-family homeowners with the removal of **dead, diseased, decayed, or nuisance trees from private properties.**

The program is being administered on a "first come – first served" basis, eligible homeowners may qualify for a 50% cost-share up to a maximum of \$750.00 per tree.

The goal of the program is to encourage homeowners to improve their quality of life and enhance property value and safety through the removal of dead, diseased, decayed, or nuisance trees from private properties. The City will budget up to a maximum of \$7,500.00 from May 1 to April 30th per fiscal year renewing on an annual basis. If funds are not budgeted or sufficient, this program may not be renewed from year to year.

ELIGIBLE PROGRAM REIMBURSEMENTS

- ✓ This program applies to all single-family property owners.
- ✓ ALL WORK MUST BE PERFORMED BY A LICENSED CONTRACTOR

The success of the "Tree Removal Assistance Program" depends on following a clear set of guidelines set forth by the City's policy on which costs are eligible for reimbursement.

Eligible Costs:

Only the following costs, which were incurred after May 1, 2024, shall be eligible for consideration for reimbursement.

- ✓ It is the policy of the City of Oak Forest, Mayor, and City Council to participate in the removal of dead, diseased, decaying, or nuisance trees from

PRIVATE Single-Family properties on a shared cost basis with the property owner by the procedures below.

- ✓ A single family property owner with a dead, diseased, decaying, or nuisance tree on PRIVATE property is eligible to participate in the "Tree Removal Assistance Program" whereby the City of Oak Forest will share 50% up to (\$750.00) a tree removed to ground level. The annual maximum amount the City will contribute to tree removal for a property owner is (\$750.00) per property.

Non-Eligible Costs:

- ✓ Please note stump removal/stump grinding, and healthy trees are not eligible for reimbursement under the Tree Removal Assistance Program.
- ✓ Storm or weather damaged trees are also not eligible for this program
- ✓ Replacement of trees is not eligible for this program.

HOW TO APPLY

The City reserves the right to modify the administration of the Tree Removal Assistance Program, as well as policies, procedures, and rules adopted under this program.

The basic steps in the procedure for the overall program are as follows:

1. The property owner must complete the attached Tree Removal Assistance Application and submit to the Public Works Department.
2. The Property Owner must not be indebted to the City.
3. The Property Owner shall submit a complete application and provide the following:
 - a) Proof of ownership and primary residency (Current Tax Bill or Mortgage Company Statement).
 - b) Provide photo Identification showing your property's address.
 - c) Provide license plate numbers for all your vehicle(s).
 - d) Homeowner obtains a written proposal from a contractor to remove the tree.
 - e) The City will perform a tree inspection by the Public Works Department to determine if the tree(s) are eligible for the Tree Removal Assistance Program
4. The City reviews the application packet and formally replies to the property owner of approval or denial. A signed copy of the contract, between the tree removal contractor company and the property owner, needs to be submitted to the City after City approval. (The City reserves the right to reimburse based on the lowest quote given to the homeowner for reimbursement). The City's response will identify the portions of the proposed improvement which are eligible, and which are not eligible as well as the maximum amount of eligible cost-sharing reimbursement.

5. The City shall not be a party to any contract related to the program.
6. The Applicant is required to submit a permit application to the Oak Forest Building Department indicating the contractor for the project at no cost to the applicant. The contractor is required to be licensed, bonded, and complete the attached contractor's application.
7. The property owner shall provide the contractor with a copy of the Letter of Agreement and a copy of the program guidelines to ensure compliance with all project requirements. Failure to comply will prevent reimbursement of expenses.
8. All work must be completed within 90 days of the building permit being issued and if not completed the application shall be deemed withdrawn. The City may grant one or more reasonable extensions.
9. The property owner and contractor shall follow all program requirements and schedule a final City Inspection after removal. The City shall inspect the removal site and maintain records of inspections. Tree removal shall not be performed, before the City's approval.

HOW TO OBTAIN REIMBURSEMENT

- a) The property owner shall submit the Request for Reimbursement voucher form with necessary certifications from the contractor that work was completed following City Codes to the City for review and approval.
- b) Following a successful final inspection and submittal of evidence of payment and a contractor's waiver of lien. The homeowner may seek reimbursement by submitting the attached reimbursement form and (W-9). Federal Tax Law requires the City to send you 1099 at year-end.
- c) The City shall review the Request for Reimbursement form, certify the eligible improvement costs, and requested reimbursement amount. The approved Request for Reimbursement will be submitted to the Director of Public Works or his designee for final approval and subsequent payment to the property owner by the City Finance Department.
- d) The program is designed as a reimbursement program. Thus, the homeowner may seek reimbursement for work performed. The reimbursement checks should be available within (3) weeks).

QUESTIONS

Any questions regarding the program please contact the Oak Forest Public Works Department at 708-535-4090



TREE REMOVAL ASSISTANCE PROGRAM
APPLICATION

Name: _____

Address: _____

Email: _____

Phone: (Cell) _____ (Home) _____

Provide the tree(s) locations: (Rear Yard) _____ (Side Yard) _____ Front Yard _____

How many trees will be removed? _____

ADDITIONAL APPLICATIONS REQUIRED

Each of the following documents must be attached to this application for the property owner to proceed and for a permit to be issued:

- Copy of a detailed estimate and scope of work from the contractor
- Completed Building permit application form (There is no permit fee for tree removal)

I certify that the information provided in this application is true and correct. I further certify that I have read and accepted the conditions and requirements stated in the PARTICIPATION REQUIREMENTS and GUIDELINE SPECIFICATIONS, which are attached to this application.

Signature

Date



TREE REMOVAL ASSISTANCE PROGRAM

REIMBURSEMENT FORM

Name: _____

Address: _____

Email: _____

Phone: *(Cell)* _____ *(Home)* _____

City Initial Inspection Date:

Date work was completed: _____

Name of Contractor(s): _____

City Final Inspection Date: _____

Total cost of work incurred:
_____ (Attach proof of payment)

OWNER CERTIFICATION

I am the owner of the property indicated above and I certify that the information contained in this request for reimbursement is true and accurate.

Signature

Date



TREE REMOVAL ASSISTANCE PROGRAM

LETTER OF AGREEMENT

I understand and agree that the City of Oak Forest established the Tree Removal Assistance Program to assist residents in protecting their homes from dead, diseased, decayed, or nuisance trees. "Tree Removal Assistance Program" whereby the City of Oak Forest will share 50% up to (\$750.00) of the cost of having a tree removed to ground level. The annual maximum amount that the City will contribute to tree removal for a property owner is (\$750.00) per year.

Before any tree removal, the proposal shall be submitted to the City for review and approval. No work shall commence until City approval is obtained and a permit is issued. The City shall be notified to conduct two inspections:

1. Inspect the existing condition of the tree(s).
2. Conduct a final inspection to verify the tree(s) has been removed.

Reimbursement of eligible items at approved amounts will be made after work is completed, inspected, and approved by the City. A completed Reimbursement Form must be completed and submitted with evidence of payment, contractor's waiver of lien, and a completed W-9 Federal Tax Form.

Liability – The City's only role with a tree removal project and the work is the initial inspection of the tree to determine its condition and the final inspection to confirm the completion of the work. The City has no role in the supervision or performance of the tree removal work and therefore has no liability for any defective work or other damage, injury, and/or loss on account of any act or omission of the Contractor in the performance of the work. The Homeowner shall make any claim for such matters directly against the Contractor or Contractor's bond or insurance carrier. Homeowner hereby agrees to indemnify and hold the City harmless against all claims and further covenants not to sue the City for and all claims.

Disclaimer – The Program is designed to substantially reduce the risk of having dead, diseased, decayed, or nuisance trees from private properties. However, there is always some risk of dead, diseased, decayed, or nuisance tree limbs falling causing damage or harm to human life or unforeseen factors. The homeowner and licensed contractor are responsible to ensure the safety of the public during the removal process.

Signature

Date



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: 12-12-2023
TO: MAYOR HENRY L KUSPA AND OAK FOREST CITY COUNCIL
FROM: CITY ADMINISTRATOR TIMOTHY J. KRISTIN
APPROVAL OF ORDINANCE 2023-12-10100 AMENDING TITLE XI
CHAPTER 117 OF THE CITY OF OAK FOREST MUNICIPAL CODE
ENTITLED "BUSINESS REGULATIONS" AND ADDING SECTIONS
SUBJECT: 117.50-117.56: SHORT-TERM VACATION RENTAL

BACKGROUND

The City of Oak Forest Municipal Code currently does not have provisions that regulate "Short Term Vacation Rentals." The proposed ordinance provides regulations related to licensing, requirement standards and procedures, enforcement and penalties, revocation/suspension procedures and occupancy restrictions.

ACTION REQUESTED

Approve Ordinance No. 2023-12-10100

CITY OF OAK FOREST

ORDINANCE NO. 2023-12-10100

AN ORDINANCE AMENDING TITLE XI Chapter 117 OF THE CITY OF OAK FOREST MUNICIPAL CODE ENTITLED "BUSINESS REGULATIONS" AND ADDING SECTIONS 117.50-117.56: SHORT-TERM VACATION RENTAL

Passed by the Council, December 12th, 2023

Published in pamphlet form by authority of the Council
of the of Oak Forest, Cook County, Illinois,
This 12th day of December 2023

OF OAK FOREST
COOK COUNTY, ILLINOIS

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

City Clerk

ORDINANCE NO. 2023-12-10100

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the City of Oak Forest, Cook County Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, The City of Oak Forest desires to ensure the health, safety, and welfare of the City and its residents; and

WHEREAS, in furtherance of such policies, the City desires to license and regulation the operation of short-term/vacation rentals within the City; and

WHEREAS, the City desires to amend its Title XI of the City Code to include Chapter 117 entitled "SHORT-TERM VACATION RENTAL," which would create a licensing framework for the leasing, renting, and letting of short-term dwelling units; and

WHEREAS, the Mayor and Oak Forest City Council have determined that it is in the best interest of the City and its residents to adopt Chapter 117 of Title XI of the City Code pursuant to this Ordinance; and

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

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That Title XI Chapter 117 entitled "SHORT-TERM VACATION RENTAL," is hereby created and shall be added in numerical order as follows:

Chapter 117: Short-Term/Vacation Rental

- 117.50 Definitions
- 117.51 License Required: License Term; Exemptions.
- 117.52 Application; Notice; Standards and Procedures; Renewal; Fees.
- 117.53 Requirements and Standards.
- 117.54 Penalty
- 117.55 Revocation; Suspension; Procedures
- 117.56 Occupancy of Dwelling Units

117.50 DEFINITIONS

A. SHORT-TERM VACATION RENTAL:

- i. A single room, dwelling unit, an allocated space, or a portion thereof within the primary structure, separate and segregated from that portion of a residential unit occupied by the owner, in a residential zoning district offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner's family. The term "short-term/vacation rental" shall not include hotels, motels, or lodging establishments licensed pursuant to Chapter 117. Any location is limited to one short-term/vacation rental space per building.

B. FAMILY:

- i. Type (A) Family: One (1) or more persons related by blood, marriage, or adoption living together as a single housekeeping unit in a dwelling unit.
- ii. Type (B) Family: Two (2) unrelated persons and their children living together as a single housekeeping unit in a dwelling unit.
- iii. Type (C) Family: A group of not more than three (3) unrelated persons living together as a single housekeeping unit in a dwelling unit.
- iv. Type (D) Family: A group of two (2) or more persons containing within it one (1) or more families, as defined in Subsections (1) and (2) of this definition, including a husband and wife married to one another and their children, as well as adults, living together in a dwelling unit as a single housekeeping unit and management, in premises in which the adult occupants are affiliated with a bona fide not-for-profit corporation organized for religious or charitable purposes chartered by the state of Illinois.

- C. PRIMARY RESIDENCE: To be considered a primary residence, and needs to live in the property for at least nine (9) months out of a twelve (12) month period.

"Family" shall not be construed to mean a club, a lodge fraternity/sorority house.

The State Bed and Breakfast Act provides, in part:

(a) "Bed and breakfast establishment" shall mean an operator-occupied residence providing accommodations for a charge to the public with no more than 5 guest rooms for rent, in operation for more than 10 nights in a 12 month period. Breakfast may be provided to the guests only. Bed and breakfast establishments shall not include motels, hotels, boarding houses, or food service establishments.

(b) "Operator" shall mean the owner of the bed and breakfast establishment, or the owner's agent, who is required by this Act to reside in the bed and breakfast establishment, or on contiguous property.

(c) "Guest room" shall mean a sleeping room intended to serve no more than 2 transient guests per night.

117.51 LICENSE REQUIRED; LICENSE TERM; EXEMPTIONS

- A. It shall be unlawful to operate a short-term/vacation rental, offer for rent, or advertise for rent a short-term/vacation rental within the City of Oak Forest without a current, valid license issued pursuant to the terms of the Chapter.
- B. Each license issued shall be valid for one (1) year, and subject to renewal. Every license issued pursuant to the short-term/vacation rental provisions of this Chapter 117 will terminate on December 31st following its issuance, unless suspended or revoked, and must be renewed before operation is allowed in the following year.
- C. A license issued under the short-term/vacation rental provisions of this Chapter 117 is personal to the licensee and may not be transferred or otherwise conveyed to a third party. Any transfer or conveyance of the business or ownership requires the licensee or transferee to reapply and otherwise qualify for the issuance of a new license. Any transfer of a license or any interest in a license immediately terminates the license.

117.52 APPLICATION; NOTICE; STANDARDS; AND PROCEDURES AND; RENEWAL FEES

- A. Applications. A property owner who seeks a short-term/vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to this Chapter.
- B. The applicant must sign an affidavit affirming that the applicant will abide by all the rules and regulations governing short-term rental/vacation.
- C. Primary Residence. The short-term/vacation rental shall be the owner's primary residence. An applicant must be able to demonstrate that the applicant resided at the property for nine (9) of the past twelve (12) months, or that the applicant plans to live in the property for nine (9) of the next twelve (12) months.

Evidence of primary residence shall including, but not be limited to an adequate showing of the following:

- Utility bill
 - Voter registration
 - Motor vehicle registration
 - Deed
 - Driver's license or state-issued identification
- D. The use must be accessory to a residential unit occupied by the owner of the property for at least 9 months a year.
 - E. No license shall be issued to or renewed for property that is in violation of City building codes, property maintenance codes or fire codes;

- F. No license shall be issued to or renewed for an applicant who has had repeated violations or has current violations of city building codes, property maintenance codes or fire codes with respect to any other property in the city that the applicant owns or operates.
- G. No license shall be issued to or renewed for an applicant who currently owes the City directly or in any representative capacity any fee, utility payment or tax, including the hotel tax, that is currently past due.
- H. The application shall include the following information regarding the premises:
 - 1. A site drawing showing any required parking places or area to accommodate guests.
 - 2. Interior drawing or plan showing location of sleeping room, bathroom facilities, smoke and CO detectors, and exit paths.
 - 3. The number of sleeping rooms and bathroom facilities available in the entire residential unit.
 - 4. Written confirmation that the owner will not be providing or serving food (other than prepackaged as specifically authorized herein).
- I. Standards and Procedures for License Approval. The Community Development Department will review all applications for short-term/vacation rentals upon each application with respect to the standards set forth below. The City Administrator after receiving said report, may refer the application back to the Community Development Department for additional review, or, may approve, approve with conditions, or disapprove an application for a short-term/vacation rental license, upon findings of fact with respect to each of the standards set forth below:
 - ii. The proposed short-term/vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other short-term/vacation rental in the immediate neighborhood. Short-term/vacation rentals will not be located within 1500 feet of another short-term/vacation
 - iii. The short-term/vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. Rentals cannot be operated in violation of Section 96 "Chronic Nuisance Properties" if the Oak Forest Municipal Code.
 - iv. The proposed short-term/vacation rental will comply with all the rules and regulations contained herein.
 - iv. The proposed short-term/vacation rental shall comply with the following criteria:
 - 1. No rental or advertisement for rental for a period of time shorter than twenty-four (24) hours.
 - 2. No rental may provide for food or beverage to any guests

with the exception of pre-packaged food and drink.

3. A license may be issued only for one short-term/vacation rental business located at a fixed and certain place and any areas contiguous thereto. Any person who desires to operate more than one short-term/vacation rental business must have a license for each location.
- J. Renewal. Every renewal application shall satisfy all requirements set forth in this Ordinance.
 - K. License Fee. The annual fee for a license issued pursuant to this Ordinance shall be fifty (\$50.00) dollars.
 - L. If the Applicant is not a resident of Cook County at the time of the filing of the application, the Applicant shall designate an agent officed or with a residence in Cook County who shall be authorized to receive notices and service of process under the terms of these provisions for short-term/vacation rental in chapter 117.
 - M. Regardless of its findings on any or all of the foregoing standards, the City Administrator may deny a short-term/vacation rental license upon a finding that such denial is in the public interest.

117.53 REQUIREMENTS AND STANDARDS

- A. No short-term/vacation rental owner shall:
 - i. Rent or lease any short-term/vacation rental for any period of time shorter than twenty-four (24) hours.
 - ii. Rent or lease any short-term/vacation rental more than once within any consecutive twenty-four (24) hour period measured from the commencement of one rental to the commencement of the next.
 - iii. Advertise an hourly rate or any other rate for a short-term/vacation rental based on a rental period of fewer than twenty-four (24) hours.
 - iv. Cause or permit, by action or failure to act, the short-term/vacation rental or its use to suffer from and/or create any nuisance or violation of the following provisions of the City Code as described in Chapter 96 of this Code.
- B. Every short-term/vacation rental shall be subject to inspection by staff members of the City's Fire and Building Departments. The act of applying for and accepting a short-term/vacation rental license pursuant to the provisions of this chapter 117 shall be considered consent to the powers of entry and inspection provided herein.

- C. Every short-term/vacation rental shall meet the City and State Fire Marshal's requirements for one and two-family dwellings, (with the exception of any sprinkler requirements).
- D. A manual extinguishing device/equipment shall be provided on each floor in accordance with NFPA 10 -- Standards for the Installation of Portable Fire Extinguishers.
- E. All trash containers shall be metal and all combustibles or flammable liquids shall be stored in approved metal containers. No combustible storage in or under stairways.
- F. No cooking facilities shall be permitted in guest rooms.
- G. All hallways and stairways shall be adequately lighted.
- H. No portable heating devices shall be permitted in guest rooms.
- I. Smoke detectors and carbon monoxide detectors shall be provided in each guest room.
- J. Plans for escape in the case of fire shall be posted in all rooms that accommodate guests and all other public rooms on the premises.
- K. Every short-term/vacation rental owner shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The owner shall make said register freely accessible to the City Administrator and Police Department.
- L. Every short-term/vacation rental owner shall post, in a conspicuous place within the short-term/vacation rental, the name and telephone number of the owner.
- M. No "SHORT-TERM VACATION RENTAL", as defined herein, shall serve more than two adults per stay.
- N. Access to and from each bedroom shall be accomplished without passing through any other bedroom. Bedroom doors shall have locks to insure privacy.
- O. Each property used for short-term/vacation rental must have at least one accessible bedroom available for rent that complies with Section 400.320(g)(5) and (9) of the Illinois Accessibility Code, irrespective of whether the Illinois Accessibility Code would otherwise apply to the short-term/vacation rental.
- P. Any kitchen rental for or use by guests requires that the kitchen area be cleaned and sanitized between guests and all food and beverages shall be

discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.

- Q. The owner of every short-term/vacation rental shall change supplied bed linens and towels therein at least once each week and prior to the renting of any room to any guest. The owner shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner. Guests shall be provided soap, shampoo; clean bath cloths and towels, and clean bed linens in reasonable condition that are changed between guests and which shall be clean and stored and handled in a sanitary manner.
- R. Rooms in which guests are accommodated shall be cleaned and sanitized before each new rental period begins and otherwise at least once each week. Guests shall be advised prior to any stay of any conditions at the property which could cause allergies or adverse health effects, such as pets. There shall be no infestations of any kind nor any conditions at the premises that constitute a health hazard, e.g. mold, radon.
- S. The owner must maintain at all times when renting out the property as a short-term/short-term/vacation rental a general liability insurance policy in the amount of \$1,000,000.00 per occurrence and a minimum of \$2,000,000.00 per aggregate. The owner must provide the city with proof of such policy upon request.
- T. Guests shall not have any additional visitors while they are using the short-term/vacation rental.
- U. In addition to these regulations for "Short-Term Vacation Rental" in this Chapter 117, to the extent applicable to owner's operations, the owner shall comply with the applicable provisions of the Illinois Bed and Breakfast Act at 50 ILCS 820/1 et. seq. unless otherwise specifically provided otherwise or not authorized herein.

The conditions and restrictions contained in the provisions of this Chapter 117, applicable to short-term/vacation rentals shall be interpreted as minimum standards, and shall be in addition to any other applicable City ordinances and requirements that apply to short-term/vacation rental or the properties on which they are located.

117.54 PENALTY

- A. Any owner, tenant or other person who shall be found to have violated any of the provisions of this Ordinance shall be guilty of an offense punishable as follows:
 - i. The fine for a first violation is two hundred dollars (\$200.00).
 - ii. The fine for a second violation is five hundred dollars (\$500.00).

- iii. The fine for a third or subsequent violation is seven hundred fifty dollars (\$750.00).
- B. Each day a provision of this Ordinance is found to have been violated constitutes a separate violation subject to the fine schedule set forth herein.
- C. Any fines shall be debts due and owing to the City that the City may collect by means allowed by law, including, but not limited to, filing a lien against the short-term/vacation rental or the premises containing the short-term/vacation rental.
- D. The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a license found to have violated any provision of this Ordinance may be subject to license revocation, suspension, or non-renewal.

117.55 REVOCATION; SUSPENSION; PROCEDURES.

- A. In addition to the above fines, without limitation The City Administrator may revoke or suspend a license issued pursuant to the terms of this Ordinance for any of the following reasons:
 - i. If the owner of the relevant short-term/vacation rental or his/her agent violates any of the terms of this Ordinance.
 - ii. If the owner of the short-term/vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of the City of Oak Forest Code;
 - iii. If the City Administrator deems the short-term/vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or
 - v. If the City or other governmental agency condemns the short-term/vacation rental or the premises wherein it is located.
- B. Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Ordinance, the City Administrator shall send, via First Class U.S. mail, a notice of revocation hearing to the owner and his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:
 - i. Description of the short-term/vacation rental, sufficient for identification;
 - ii. A statement that the license is subject to revocation;

- iii. If the City Administrator deems the short-term/vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or
 - iv. If the City or other governmental agency condemns the short-term/vacation rental or the premises wherein it is located.
- C. If the City Administrator has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the City or the neighborhood, the City Administrator may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The City Administrator may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the previously mentioned harm to the City.
- D. The City Administrator in accordance with procedures drafted by the City Attorney shall conduct hearings.
- E. Within ten (10) business days after the close of the hearing, the City Administrator shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 *et seq.*, as amended. In reaching a decision, the City Administrator may consider any of the following:
 - i. The nature of the violation;
 - ii. The nature and extent of the harm caused by the licensee's action or failure to act;
 - iii. The factual situation and circumstances surrounding the violation;
 - iv. Whether or not the action or failure to act was willful;
 - v. The record of the licensee with respect to violations.
- F. A licensee whose license has been revoked shall not be eligible to reapply for a new license for one year.

117.56 OCCUPANCY OF DWELLING UNITS

- A. No dwelling unit that proposes to offer short-term vacation rental hereunder shall be occupied by more than one (1) type (A), type (B), or type (C) family, as defined in "Definitions," of this Ordinance except as hereinafter provided:

Upon written application to the Zoning Administrator, certification or approval shall be issued for occupancy for a dwelling unit by a type (D) family in all districts where dwelling

units are allowed provided that the application establishes that the occupancy conforms to the definition of type (D) Family. The members of a type (D) family household shall not keep or store more than one (1) motor vehicle for each such dwelling unit or for each off-street parking space lawfully existing in connection with such dwelling unit, whichever is greater. Certification would be revoked at any time the occupancy or off-street parking no longer conforms to the definition of a type (D) family, or if a request for current records is not answered so as to establish that the type of ownership complies with the definition of a type (D) family.

SECTION 3: Any policy, resolution, or ordinance of the City that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the City Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

ORDINANCE NO. 2023-12-10100

Approved by me this
12th, day of December 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole Tormey
City Clerk

Aldermen	Aye	Nay	Abstain	Absent
Kenneth Keeler First Ward				
Joseph McCarthy Second Ward				
Charles Wolf				

Third Ward				
Paul Selman Fourth Ward				
James Emmett Fifth Ward				
James Hortsman Sixth Ward				
Denise Danihel Seventh Ward				
Henry L. Kuspa Mayor				



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: 12-12-2023
TO: MAYOR HENRY L KUSPA AND OAK FOREST CITY COUNCIL
FROM: HR MANAGER BRIDGET DISANTO
APPROVAL ORDINANCE # 2023-12-1009O REPEALING ORDINANCE 2020-09-0804O OF THE CITY OF OAK FOREST CODE OF ORDINANCES AND IN ITS ENTIRETY REPLACING IT WITH ORDINANCE NUMBER 2023-12-1009O FOR CHANGES TO THE OAK FOREST PERSONNEL POLICY MANUAL.
SUBJECT: FOREST PERSONNEL POLICY MANUAL.

BACKGROUND

The City approved revisions to the Personnel Policy Manual in October 2017, January 2018 and September 2020. It is recommended that the manual be reviewed every one to two years or to be compliant with new State of Illinois laws. The personnel manual had been reviewed again and the recommend changes have been red-lined for consideration.

The recommended changes have been outlined below.

1. Chapter 5- Leave Benefits
2. Chapter 8- Corrective Counseling and Grievance Procedures
3. Chapter 6- Employee Benefits

Paid Leave

Paid leave shall be in accordance with Oak Forest City Ordinance 2023-12-1009O effective December 12th, 2023. Employees are entitled to one hour of leave for every 40 hours worked and can be used for any reason. Paid leave will be used in increments of not less than two hours per day. Paid leave will not be used more than three consecutive working days. The use of leave is to be scheduled at least two (2) days in advance with the Supervisor/Department Head, unless not reasonably possible. Failure by and employee to properly notify their Supervisor/Department Head may be considered as an absence without pay and subject the employee to discipline unless an incapacitating event or circumstance prevents the notification. Accrual of paid leave begins with the first day of employment at the City of Oak Forest and employees are entitled to begin using paid leave 90 days following commencement of their employment. Paid leave earned will be posted at the end of each calendar quarter and reported on the employees' pay stub. Employees must use all paid leave prior to the end of the

benefit period or forfeit the unused paid leave. No financial reimbursements will be made to an employee from the City for unused paid leave at the end of the benefit year or upon separation/termination or any other time. This paid leave policy does not apply to full time city employees that are subject to collective bargaining agreements that address paid leave under the terms of the collective bargaining agreements. Unless otherwise provided in a collective bargaining agreement nothing in this policy shall be construed to waive or otherwise limit an employee's right to final compensation for any type of leave promised to be paid under a contract of employment or employment policy and earned by the employee pursuant to the Illinois Wage Payment and Collection Act. If at any time the provisions of 820 ILCS 192/, Paid Leave for All Workers Act, is amended or eliminated for municipal employees, this policy will be null and void.

Corrective Counseling and Grievance Procedure

- Conduct and Behavior (Unbecoming Conduct)

Employees, whether on duty or off duty, shall follow ordinary and reasonable rules of good conduct and behavior and shall not commit any act in an official or private capacity tending to bring reproach, discredit, or embarrassment to their profession of the City. Employees shall follow established procedures in carrying out their duties as employees of the City and shall at all times use sound judgement.

- Adherence to City Directives

Employees shall comply with the provisions of the City of Oak Forest Personnel Policies Manual, procedures and directives of the City of Oak Forest.

- Responsibility to Respect the Rights of Others

Employees shall be courteous to the public and to other employees. Employees shall be tactful in the performance of their duties, control their emotions, exercise the utmost patience and discretions, and shall not engage in argumentative discussion of their duties, employees shall not use coarse, violent, profane or insolent language or gestures, and shall not express prejudice concerning race, religion, politics, national origin, lifestyle, or similar personal characteristics.

- Conduct Toward Fellow Employees

Employees shall conduct themselves in a manner that will foster cooperation among members of the City, showing respect, courtesy, and professionalism

in their dealing with one another. Employees shall not use language or engage in acts that demean, harass, or intimidate other persons.

- Performance of Duty

Employees shall be properly equipped and attentive to their duties at all times and shall perform all duties assigned to them. Employees shall maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. Employees shall perform in a manner which will maintain the highest standards of efficiency in carrying out the function and objectives of the City. Employees shall perform the responsibilities assigned to them in their job description.

Tuition Reimbursement

H. Tuition Reimbursement

The City recognizes the benefit to the employee and to the City when the employee pursues continued education. Therefore, the City has established a tuition reimbursement policy to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the appropriate department budget and the approval from the respective Department Head.

1. Eligibility

- a. Full-time employees may be eligible to receive tuition reimbursement. The amount of reimbursement is subject to annual budgetary approval. The eligible employee must sign an agreement to continue employment with the City a minimum of 24 months after completing the class or degree or reimburse the City.
- b. Seasonal and part-time employees are not eligible for tuition reimbursement.

2. Institutions

Employees may be required to furnish information about the accreditation of the particular educational institution. It is the City's intent to limit tuition reimbursement to accredited institutions.

3. Courses

- a. Eligible programs are those provided through an accredited college or university to obtain an undergraduate or graduate degree. Classes and programs must be relevant to the employee's job responsibilities and/or provide skills that will contribute to the City's goals or resource needs.
- b. Courses are to be taken on the employee's own time, unless otherwise approved by the Department Head and City Administrator.

4. Eligible Expenses

Full-time employees eligible for this program will be reimbursed for the full amount of college tuition, books, and applicable fee's.

Employees must remain on the payroll a minimum of 24 months after completion to receive tuition reimbursement. Employees become ineligible for tuition reimbursement under this policy if the employee has received a formal warning within six months of his or her request for approval or the employee is not working at an "above expectations" performance level during the last or current evaluation period.

5. Procedure for Approval

- a. A tuition reimbursement program application must be completed by the employee and submitted to their department head prior to the beginning of the course. Since approval is contingent upon budget availability, employees are strongly encouraged to notify their Department Head of their desire to participate in the program prior to the submittal of the annual budget.
 - b. Travel expenses, and time for academic courses are the responsibility of the employee.
 - c. The City may deny requests based on an inability to meet any of the requirements or due to budgetary constraints.
 - d. Once the employee earns a passing grade, they must complete a City Expense Form requesting the reimbursement. The employee must provide proof of payment for the class as well as proof of passing grade with the submission of the City Expense Form.
-

- e. The employee submits the City Expense Form, reflecting the requested reimbursement amount, to their department head for approval. Once approved by the department head, the expense reimbursement is sent to accounts payable for processing of the reimbursement. Reimbursement is contingent on continuously maintaining "meets expectation" on annual evaluations and full-time job performance.
- f. If the employee receiving tuition reimbursement resigns or is terminated for cause at any time within 24 months of reimbursement, the employee must return the full amount of tuition reimbursed to the City.

6. Representation of City

The City of Oak Forest encourages the professional development of its employees. As representatives of the City, employees should remember that their actions reflect on the City and are expected to display exemplary behavior that reflects positively on the City at all times.

7. Other

All other specialized training provided through seminars, conferences or in-service training are not subject to the Tuition Reimbursement Program and will be addressed through individual department requirements and requests to those respective department heads. Seminars or other non-academic training may be pre-paid by the City. Conference expenses shall be reimbursed upon submittal of all receipts. Employees shall be reimbursed for meals based upon a per diem schedule of expenses maintained by the Finance Department in accordance with IRS tables.

ACTION REQUESTED

Approve ordinance 2023-12-10090, authorizing the changes to the Oak Forest Personnel Policy Manual.

CITY OF OAK FOREST

ORDINANCE NO. 2023-12-1009O

AN ORDINANCE REPEALING ORDINANCE 2020-09-0804O OF THE CITY OF OAK
FOREST CODE OF ORDINANCES AND IN ITS ENTIRETY REPLACING IT WITH
ORDINANCE NUMBER 2023-12-1009O

Passed by the City Council, December 12, 2023

Published in pamphlet form by authority of the City Council
Of the City of Oak Forest, Cook County, Illinois,
December 12, 2023.

CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

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

City Clerk

ORDINANCE NO. 2023-12--10090

WHEREAS, the City of Oak Forest, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the city believes it is their best interest to amend the Personnel Policy Manual and codify the changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Recitals. The foregoing recitals shall be and are hereby incorporated in and made a part of this Ordinance as is fully set forth in this Section 1.

SECTION 2: Repeal and Replacement. Ordinance 2020-09-08070 is hereby repealed and replaced incorporating changes to the Personnel Policy Manual as Ordinance 2023-12-10090.

SECTION 3: Resolution of Conflicts. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication by law, and following its publication or posting in the manner provided by law.

PASSED this 12th day of December, 2023, pursuant to a roll call vote as follows:

ORDINANCE NO. 2023-12-10090

Approved by me this
12th, Day of December, 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole Tormey
City Clerk

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

PAID LEAVE FOR ALL WORKERS ACT

Effective January 1, 2024



The Paid Leave for All Workers Act, Public Act (P.A.) 102-1143, will require employers, including municipalities, to provide 40 hours of paid leave to employees on an annual basis.

ESTABLISHING A MINIMUM PAID LEAVE STANDARD

Beginning January 1, 2024, employers must provide employees one hour of paid leave per 40 hours worked and allow them to carry over up to 40 hours of paid leave annually. Employers may set a minimum increment of no more than two hours per day for the use of paid leave. Paid leave accrued may be taken for any reason without documentation, but employers may set leave policies that require employees to provide notice of seven days for foreseeable leave and as soon as possible for unforeseeable leave.

MUNICIPAL PAID LEAVE ORDINANCES

The Act does not require municipalities to pass paid leave ordinances. The Act does not apply to employers, including municipalities, covered by a current ordinance that requires them to provide any form of paid leave to their employees.

NON-HOME RULE MUNICIPALITIES

Non-home rule municipalities currently have authority to adopt leave ordinances for their own municipal employees, but such ordinances do not apply to other employers within the community. Those other employers will be required to provide 40 hours of paid leave annually, as outlined in the Act. If a non-home rule municipality adopts a leave ordinance for their own employees after the Act's effective date, the ordinance must comply with the minimum paid leave standard outlined in the Act.

HOME RULE MUNICIPALITIES

Home rule municipalities currently have authority to adopt paid leave ordinances that apply to all employers within their community and may continue to adopt alternative ordinances after this Act's effective date. However, employers will be required to comply with both local and state standards if those ordinances do not meet the state's minimum required benefits. Nothing in this Act preempts a home rule municipality from adopting ordinances providing broader or more expansive paid leave requirements for employers within that specific community.



EMPLOYER RESPONSIBILITIES UNDER PAID LEAVE FOR ALL WORKERS ACT

Employers will be required to maintain records documenting hours worked, paid leave accrued and taken and the paid leave balance for each employee for at least three years. Employers will also have notification responsibilities including posting a physical notice summarizing the Act, information on filing a complaint and supplying employees with notice of their amount of accrued time. Additionally, employers will be barred from retaliating against employees for using paid leave.

Employers will be subject to penalties for violations of the Act including fines of up to \$1,000 per violation of the Act's posting and notice requirements, up to \$2,500 for all other violations and possible civil penalties and damages to the employee.

EXCEPTIONS TO PAID LEAVE POLICY

The Act does not preempt or alter leave benefits subject to current collective bargaining agreements. The Act does not apply to federal employees, or school district and park district employees. Other excluded workers include: independent contractors, railroad employees subject to railroad unemployment insurance or the Railway Labor Act, part-time student employees who are employed by a college or university and short-term employees at institutions of higher education.

ADDITIONAL RESOURCES

The Illinois Department of Labor (IDOL) will monitor employer compliance and enforce the Act ([more information available via this link](#)). IDOL has compiled a list of Frequently Asked Questions about the Act ([available via this link](#)) and those particularly applicable to municipal employers are listed below. Specific questions or comments related to the Act can be submitted by email to IDOL at DOL.PaidLeave@illinois.gov.

FREQUENTLY ASKED QUESTIONS COMPILED BY IDOL

DOES THE ACT APPLY TO PART-TIME EMPLOYEES OR JUST FULL-TIME EMPLOYEES?

The Act doesn't distinguish between part-time, full-time or seasonal employees. Both full-time and part-time employees are covered by this Act. However, employees who work fewer hours may accrue less leave time compared to full-time employees.

MY COMPANY (OR MUNICIPALITY) ALREADY OFFERS EMPLOYEES 40+ HOURS OF PAID LEAVE. DOES MY POLICY NEED TO COMPLY WITH THE OTHER REQUIREMENTS OF THE ACT?

If your company has an existing policy that meets or provides the minimum amount of leave required by the Act (40 hours) in a 12-month period and your employees can in fact take that amount of leave for any reason of their choosing, you do not need to modify the terms of your policy.

IDOL expects to further clarify how existing policies meet expectations of the law in rulemaking.

MUST PAID LEAVE PROVIDED UNDER THE ACT BE PAID OUT UPON AN EMPLOYEE'S TERMINATION, RESIGNATION OR RETIREMENT?

The Paid Leave for All Workers Act (PLAWA) does not require payout of unused leave unless the leave is credited to the employee's paid time off bank or employee vacation account; however, employers should additionally consider their vacation payout obligations under the Illinois Wage Payment and Collection Act.

COOK COUNTY HAS A PAID LEAVE ORDINANCE, BUT MUNICIPALITIES ARE ALLOWED TO OPT OUT OF THAT COUNTY ORDINANCE. ARE EMPLOYERS LOCATED IN MUNICIPALITIES WHICH OPTED OUT REQUIRED TO COMPLY WITH THE ACT?

Yes, if on the effective date of the Act (1/1/24) a municipality does not have an ordinance in place that requires payment of paid sick or paid leave, then employers in that municipality shall be covered by this Act.

MAY MUNICIPALITIES OPT OUT OF PLAWA USING THEIR HOME RULE POWERS?

No. Under the Act, the only circumstance in which a municipality may avoid PLAWA coverage is if they have a local ordinance in effect that provides paid sick or paid leave or, after the effective date, if their local ordinance provides benefits, rights and remedies that are greater than or equal to those provided under the Act.

THIS COULD NEGATIVELY IMPACT LOCAL GOVERNMENTS WITH POLICE AND FIRE PERSONNEL, WHAT ARE THEY SUPPOSED TO DO?

The Act does not prohibit an employer from adopting an evenly applied paid leave policy to allow it to address operational issues and meet safety objectives. Employers of unionized employees can also address these concerns through collective bargaining.

CAN I DENY AN EMPLOYEE USE OF PAID LEAVE UNDER THIS LAW? PUT DIFFERENTLY, IS AN EMPLOYEE ALLOWED TO TAKE LEAVE UNDER THIS ACT IN ANY CIRCUMSTANCE?

Nothing in the Act prohibits an employer from adopting a policy that establishes some parameters for taking leave and limited reasons the employer may deny leave for operational necessity. Any such policy must be communicated to employees, applied equally to all employees and conform with other applicable state and federal laws.

IDOL will seek to provide further clarity regarding this issue in rulemaking.

AT WHAT INCREMENT CAN EMPLOYEES TAKE THIS LEAVE UNDER THE LAW?

An employee may take PLAWA leave at a minimum of two-hour increments, although an employer could choose to allow an employee to take leave in smaller increments. An employer whose existing policy meets the minimum requirement of 40 hours of paid time off for any reason of the Act would not have to modify that existing policy in regards to leave increments.

CAN AN EMPLOYER FRONT LOAD PAID LEAVE TIME AT THE BEGINNING OF THE YEAR?

Yes, an employer may front load paid leave time by giving a full year's worth of leave that meets the minimum requirements of the Act to an employee at the beginning of the year.

An employer may make available the minimum number of hours of paid leave, subject to pro rata requirements, a proportional share of accrued hours, under the law, at the beginning of the year for its employees.

IF OUR BUSINESS WANTS TO FRONT LOAD PLAWA BENEFITS FOR PART-TIME STAFF, DOES THE BUSINESS HAVE TO FRONT LOAD 40 HOURS OR CAN I FRONT LOAD AN AMOUNT PROPORTIONATE TO THEIR WORK SCHEDULE?

Employers may front load PLAWA benefits for part-time employees at a pro rata amount consistent with the employee's work schedule. However, if the employee in fact works more

hours than the employer anticipates, the employee is entitled to accrue more hours at a rate of 1 hour of paid leave for every 40 hours worked, up to 40 hours for the 12-month period. If a part-time employee works fewer hours than anticipated by their employer, the employer may not diminish or recoup used or unused front-loaded paid leave benefits.

CAN AN EMPLOYER REQUIRE EMPLOYEES TO ACCRUE PAID LEAVE TIME OVER THE COURSE OF THE YEAR?

Yes, instead of front loading leave benefits, an employer may allow employees to accrue or earn paid leave time at a rate of one hour of paid leave for every 40 hours worked. Notably, a part-time employee might not accrue the full 40 hours of leave provided for in the law by the end of the year, based on the number hours the employee works.

Example: Employee A works 15 hours per week, 52 weeks per year. They will accrue 19.5 hours of paid leave annually. (15 times 52 = 780 hours worked per year. 780 divided by 40 = 19.5 hours of paid leave.)

WHEN DOES ACCRUAL BEGIN UNDER THE ACT? WHEN CAN EMPLOYEES START TAKING PAID TIME OFF?

The Act takes effect January 1, 2024. Accrual begins upon the start of employment or January 1, 2024, whichever is later. Employees are entitled to begin using the accrued paid leave after 90 days. If an employee begins accruing paid leave on January 1, 2024, the first day they could take that paid time off would be March 31, 2024.

Example: The Paid Leave for All Workers Act takes effect January 1, 2024. Six months later, Employee B starts a new job on July 1, 2024, and works 40 hours per week. They start accruing paid leave on their first day (July 1) but must wait 90 days (until September 29, 2024) before taking any of their accrued paid leave.

Example: Employee C has worked for their employer since 2019 but did not previously get paid time off. Employee C will begin accruing paid time off beginning January 1, 2024 (the effective date of the Act.)

HOW DOES ACCRUAL APPLY TO EMPLOYEES WHO WORK MORE THAN 40 HOURS IN A WEEK BUT ARE EXEMPT FROM THE OVERTIME REQUIREMENTS OF THE FEDERAL FAIR LABOR STANDARDS ACT?

Employees who are exempt from the overtime requirements of the federal Fair Labor Standards Act (29 U.S.C. 213(a)(1)) shall be deemed to work 40 hours in each workweek for purposes of paid leave time accrual if they regularly work 40 or more hours in a workweek. If such employee's regular workweek is less than 40 hours, their paid leave time accrues based on the number of hours in their regular workweek.

IF AN EMPLOYER ALLOWS EMPLOYEES TO BORROW AGAINST FUTURE ACCRUAL, THEREBY MAKING THE EMPLOYEE'S PAID LEAVE BALANCE GO NEGATIVE, CAN THE EMPLOYER MAKE THE EMPLOYEE REPAY THE PAID LEAVE IF THE EMPLOYEE TERMINATES BEFORE THEY HAVE EARNED THAT LEAVE?

An employer may only make an employee repay borrowed accrued leave if that policy is disclosed in the employer's written paid leave policy and the employee agrees to that policy in writing prior to taking any leave. All payroll deductions must comply with the requirements of the Illinois Wage Payment and Collection Act.

IF AN EMPLOYER FRONTLOADS AN EMPLOYEE'S PAID LEAVE AT THE BEGINNING OF THE 12-MONTH PERIOD, AND THE EMPLOYEE USES ALL OF THEIR LEAVE AND THEN QUILTS BEFORE THE END OF THE 12-MONTH PERIOD, CAN THE EMPLOYER MAKE THE EMPLOYEE REPAY THE PAID LEAVE?

No, the law does not allow an employer to make an employee repay paid leave time that was frontloaded at the beginning of the 12-month period. Benefits that have already been provided may not be retroactively diminished.

HOW CAN AN EMPLOYER TRACK THE TIME REQUIRED UNDER THIS ACT VERSUS OTHER BENEFIT TIME GIVEN TO THE EMPLOYEE?

The Act requires employer tracking of paid time off for any reason. If the employer chooses to offer paid sick time or other forms of paid time off in addition to paid leave, they should track that too as a best practice, but it is not covered by this Act.

IS THERE A DIFFERENCE BETWEEN "VACATION" AND "PTO" (PAID TIME OFF)?

Generally speaking, PTO is leave that can be taken for any reason or no reason at all and may not have to be paid out to an employee upon separation. Leave specified as "vacation" leave is subject to pay out pursuant to Section 4 of the Wage Payment and Collection Act.

HOW WILL PLAWA INTERACT WITH FMLA?

The Family and Medical Leave Act (FMLA) is unpaid job protected leave that can only be used by covered employees in covered circumstances. Employees going on FMLA may use PLAWA time concurrently during their FMLA leave. [All FMLA questions should be directed to the [United States Department of Labor](#)]

HOW DOES CARRY OVER, ALSO KNOWN AS "ROLL OVER," WORK UNDER THIS LAW?

Employees are allowed to carry over or roll over unused, accrued leave from one year to the next under this law. However, there is no obligation for the employer to offer more than 40 hours of paid leave off in a year. An employer may offer more than the 40 hours off if they choose.

HOW DOES THIS LAW INTERACT WITH OTHER UNPAID LEAVE PROTECTIONS?

An employee covered under the Act is entitled to use paid leave under the Act before using unpaid leave under any employer policy or other state law.

WHEN WILL IDOL HAVE RULES IN PLACE FOR THIS ACT?

The Department anticipates filing a draft of the rules before the effective date of this Act. Under the rulemaking process there will then be a public comment period on those rules and a time period for the Department to make any changes. Finalized rules should be in place before March 31, 2024.

WHEN WILL THE NOTICE THAT IS REQUIRED IN THE ACT BE AVAILABLE FROM THE DEPARTMENT?

The required notice will be on our website by the end of 2023.



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EMPLOYMENT

(820 ILCS 192/) Paid Leave for All Workers Act.

(820 ILCS 192/1)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 1. Short title. This Act may be cited as the Paid Leave for All Workers Act.

(Source: P.A. 102-1143, eff. 1-1-24.)

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(820 ILCS 192/5)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 5. Findings; legislative intent; construction.

(a) The General Assembly finds that it is in the public policy interests of the State for all working Illinoisans to have some paid leave from work to maintain their health and well-being, care for their families, or use for any other reason of their choosing.

(b) It is the intent of the General Assembly by enacting this Act:

(1) To establish a minimum paid leave standard for all workers in Illinois.

(2) To provide employment security and economic security for employees who need to use paid time off from work for any reason.

(3) To safeguard the welfare, health, safety, and prosperity of the people of Illinois.

(4) To ensure that an employee not be denied use of leave for noncompliance with leave notification policies if the employer has not provided a written copy of its notification policy to the employee.

In order to effectuate this intent, the provisions of this Act shall be liberally construed in favor of providing workers with the greatest amount of paid time off from work and employment security.

(c) Nothing in this Act shall be construed to discourage employers from adopting or retaining paid sick leave, paid vacation, paid holidays, or any other paid time off or paid leave policy more generous than policies that comply with the requirements of this Act. Nothing in this Act shall be construed

to discourage or prohibit an employer from allowing the use of paid leave at an earlier date than this Act requires.

Unless otherwise provided in a collective bargaining agreement, nothing in this Act shall be construed to waive or otherwise limit an employee's right to final compensation for any type of leave promised to be paid under a contract of employment or employment policy and earned by the employee pursuant to the Illinois Wage Payment and Collection Act. (Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/10)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 10. Definitions. As used in this Act:

"Construction industry" means any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, wrecking, painting, decorating, demolishing, or adding to or subtracting from any building, structure, highway, roadway, street, bridge, alley, sewer, ditch, sewage disposal plant, waterworks, parking facility, railroad, excavation or other structure, project, development, real property, or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to or fabrication into, any structure, project, development, real property, or improvement herein described of any material or article of merchandise.

"Construction industry" also includes moving construction related materials on the job site or to or from the job site, snow plowing, snow removal, and refuse collection.

"Department" means the Illinois Department of Labor.

"Domestic work" and "domestic worker" have the same meanings as defined in Section 10 of the Domestic Workers' Bill of Rights Act, except that "domestic worker" also includes independent contractors, sole proprietors, and partnerships.

"Employee" has the same application and meaning as that provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act. "Employee" also includes all domestic workers, and, for the purposes of this Act, domestic workers shall not be excluded as employees under the provisions of item (1), (2), or (3) of Section 2 of the Illinois Wage Payment and Collection Act. "Employee" does not include:

(1) an employee as defined in the federal Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.) or the Railway Labor Act;

(2) a student enrolled in and regularly attending classes in a college or university that is also the student's employer, and who is employed on a temporary basis at less than full time at the college or university, but this exclusion applies only to work performed for that college or university; or

(3) a short-term employee who is employed by an institution of higher education for less than 2 consecutive calendar quarters during a calendar year and who does not have a reasonable expectation that they will be rehired by the same employer of the same service in a subsequent calendar year.

"Employer" has the same application and meaning as that provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act, except that for purposes of this Act, "employer" also means the State and units of local government, any political subdivision of the State or units of local government, or any State or local government agency.

"Employer" does not include school districts organized under

the School Code or park districts organized under the Park District Code.

"Writing" or "written" means a printed or printable communication in physical or electronic format, including a communication that is transmitted through electronic mail, text message, or a computer system or is otherwise sent or stored electronically.

(Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/15)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 15. Provision of paid leave.

(a) An employee who works in Illinois is entitled to earn and use up to a minimum of 40 hours of paid leave during a 12-month period or a pro rata number of hours of paid leave under the provisions of subsection (b). The paid leave may be used by the employee for any purpose as long as the paid leave is taken in accordance with the provisions of this Act.

(b) Paid leave under this Act shall accrue at the rate of one hour of paid leave for every 40 hours worked up to a minimum of 40 hours of paid leave or such greater amount if the employer provides more than 40 hours. Employees who are exempt from the overtime requirements of the federal Fair Labor Standards Act (29 U.S.C. 213(a)(1)) shall be deemed to work 40 hours in each workweek for purposes of paid leave accrual unless their regular workweek is less than 40 hours, in which case paid leave accrues based on that regular workweek. Employees shall determine how much paid leave they need to use, however employers may set a reasonable minimum increment for the use of paid leave not to exceed 2 hours per day. If an employee's scheduled workday is less than 2 hours day, the employee's scheduled workday shall be used to determine the amount of paid leave.

(c) An employer may make available the minimum number of hours of paid leave, subject to pro rata requirements provided in subsection (b), to an employee on the first day of employment or the first day of the 12-month period. Employers that provide the minimum number of hours of paid leave to an employee on the first day of employment or the first day of the 12-month period are not required to carryover paid leave from 12-month period to 12-month period and may require employees to use all paid leave prior to the end of the benefit period or forfeit the unused paid leave. However, under no circumstances shall an employee be credited with paid leave that is less than what the employee would have accrued under subsections (a) and (g) of this Section.

(d) The 12-month period may be any consecutive 12-month period designated by the employer in writing at the time of hire. Changes to the 12-month period may be made by the employer if notice is given to employees in writing prior to the change and the change does not reduce the eligible accrual rate and paid leave available to the employee. If the employer changes the designated 12-month period, the employer shall provide the employee with documentation of the balance of hours worked, paid leave accrued and taken, and the remaining paid leave balance.

(e) Paid leave under this Act may be taken by an employee for any reason of the employee's choosing. An employee is not required to provide an employer a reason for the leave and may not be required to provide documentation or certification as proof or in support of the leave. An employee may choose whether to use paid leave provided under this Act prior to using any other leave provided by the employer or State law.

(f) Employees shall be paid their hourly rate of pay for paid leave. However, employees engaged in an occupation in which

gratuities or commissions have customarily and usually constituted and have been recognized as part of the remuneration for hire purposes shall be paid by their employer at least the full minimum wage in the jurisdiction in which they are employed when paid leave is taken. This wage shall be treated as the employee's regular rate of pay for purposes of this Act.

(g) Paid leave under this Act shall begin to accrue at the commencement of employment or on the effective date of this Act, whichever is later. Employees shall be entitled to begin using paid leave 90 days following commencement of their employment or 90 days following the effective date of this Act, whichever is later.

(h) Paid leave under this Act shall be provided upon the oral or written request of an employee in accordance with the employer's reasonable paid leave policy notification requirements which may include the following:

(1) If use of paid leave under this Act is foreseeable, the employer may require the employee to provide 7 calendar days' notice before the date the leave is to begin.

(2) If paid leave under this Act is not foreseeable, the employee shall provide such notice as soon as is practicable after the employee is aware of the necessity of the leave. An employer that requires notice of paid leave under this Act when the leave is not foreseeable shall provide a written policy that contains procedures for the employee to provide notice.

(3) Employers shall provide employees with written notice of the paid leave policy notification requirements in this Section in the manner provided in Section 20 for notice and posting and within 5 calendar days of any change to the employer's reasonable paid leave policy notification requirements.

(4) An employer may not require, as a condition of providing paid leave under this Act, that the employee search for or find a replacement worker to cover the hours during which the employee takes paid leave.

(i) Except as provided in subsection (c), paid leave under this Act shall carry over annually to the extent not used by the employee, provided that nothing in this Act shall be construed to require an employer to provide more than 40 hours of paid leave for an employee in the 12-month period unless the employer agrees to do so.

(j) Nothing in this Section or any other Illinois law or rule shall be construed as requiring financial or other payment to an employee from an employer upon the employee's termination, resignation, retirement, or other separation from employment for paid leave accrued under this Act that has not been used. Nothing in this Section or any other Illinois law or rule shall be construed as requiring financial or other reimbursements to an employee from an employer for unused paid leave under this Act at the end of the benefit year or any other time.

(k) If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, the employee is entitled to all paid leave accrued at the prior division, entity, or location and is entitled to use all paid leave as provided in this Section. If there is a separation from employment and the employee is rehired within 12 months of separation by the same employer, previously accrued paid leave that had not been used by the employee shall be reinstated. The employee shall be entitled to use accrued paid leave at the commencement of employment following a separation from employment of 12 months or less.

(l) Paid leave under this Act shall not be charged or

otherwise credited to an employee's paid time off bank or employee account unless the employer's policy permits such a credit. If the paid leave under this Act is credited to an employee's paid time off bank or employee vacation account then any unused paid leave shall be paid to the employee upon the employee's termination, resignation, retirement, or other separation to the same extent as vacation time under existing Illinois law or rule. Nothing in this Act shall be construed to waive or otherwise limit an employee's right to final compensation for promised and earned, but unpaid vacation time or paid time off, as provided under the Illinois Wage Payment and Collection Act and rules. Employers shall provide employees with written notice of changes to the employer's vacation time, paid time off, or other paid leave policies that affect an employee's right to final compensation for such leave.

(m) During any period an employee takes leave under this Act, the employer shall maintain coverage for the employee and any family member under any group health plan for the duration of such leave at no less than the level and conditions of coverage that would have been provided if the employee had not taken the leave. The employer shall notify the employee that the employee is still responsible for paying the employee's share of the cost of the health care coverage, if any.

(n) Nothing in this Act shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards established in this Act. The paid leave requirements of this Act may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

Nothing in this Act shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in effect on January 1, 2024. After that date, requirements of this Act may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

In no event shall this Act apply to any employee working in the construction industry who is covered by a bona fide collective bargaining agreement, nor shall this Act apply to any employee who is covered by a bona fide collective bargaining agreement with an employer that provides services nationally and internationally of delivery, pickup, and transportation of parcels, documents, and freight.

Notwithstanding the provisions of this subsection, nothing in this Act shall be deemed to affect the validity or change the terms of a bona fide collective bargaining agreement applying to an employee who is employed by a State agency that is in effect on July 1, 2024. After that date, requirements of this Act may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms. As used in this subsection, "State agency" has the same meaning as set forth in Section 4 of the Forms Notice Act.

(o) An agreement by an employee to waive his or her rights under this Act is void as against public policy.

(p) The provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give any form of paid leave to their employees, including paid sick leave or paid leave. Notwithstanding the provisions of this subsection, any employer that is not required to provide paid leave to its employees, including paid sick

leave or paid leave, under a municipal or county ordinance that is in effect on the effective date of this Act shall be subject to the provisions of this Act if the employer would be required to provide paid leave under this Act to its employees.

Any local ordinance that provides paid leave, including paid sick leave or paid leave, enacted or amended after the effective date of this Act must comply with the requirements of this Act or provide benefits, rights, and remedies that are greater than or equal to the benefits, rights, and remedies afforded under this Act.

An employer in a municipality or county that enacts or amends a local ordinance that provides paid leave, including paid sick leave or paid leave, after the effective date of this Act shall only comply with the local ordinance or ordinances so long as the benefits, rights, and remedies are greater than or equal to the benefits, rights, and remedies afforded under this Act.

(Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/20)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 20. Related employer responsibilities.

(a) An employer subject to this Act shall make and preserve records documenting hours worked, paid leave accrued and taken, and remaining paid leave balance for each employee for a period of not less than 3 years and shall allow the Department access to such records, at reasonable times during business hours, to monitor compliance with the requirements of this Act. In addition, the records shall be preserved for the duration of any claim pending pursuant to Section 35. An employer that provides paid leave on an accrual basis pursuant to subsection (b) of Section 15 shall provide notice of the amount of paid leave accrued or used by an employee upon request by the employee in accordance with the employer's reasonable paid leave policy notification provisions. An employer that fails to comply with this subsection is in violation of the Act and subject to the civil penalties established in Section 35.

(b) An employer who provides any type of paid leave policy that satisfies the minimum amount of leave required by subsection (a) of Section 15 is not required to modify the policy if the policy offers an employee the option, at the employee's discretion, to take paid leave for any reason. Nothing in this Act shall be construed as requiring financial or other reimbursements to an employee from an employer for unused paid leave under this Act. Nothing in this Act shall be construed to discourage an employer from adopting a paid leave policy more generous than the requirements of this Act.

(c) For domestic workers, if an employer requires evidence of hours worked for other employers to confirm that the domestic worker has worked or is scheduled to work 8 or more hours in the aggregate for any relevant workweek, a signed statement by the domestic worker stating that he or she has performed or is scheduled to perform domestic work for 8 or more hours in the aggregate for any relevant workweek shall satisfy any documentation requirements of hours worked under the Domestic Workers' Bill of Rights Act and this Act. Such employer shall not require more than one signed statement in a calendar quarter if the hours the domestic worker has performed or is scheduled to perform domestic work have not decreased to less than 8 hours in the aggregate in any relevant workweek in that calendar quarter. An employer that requires evidence of hours worked must give the domestic worker written notice of such request and allow no fewer than 7 days or until the next scheduled workday,

whichever is greater, for the domestic worker to comply with the request. The employer may not deny paid leave pending submission of the signed statement.

(d) An employer shall post and keep posted in a conspicuous place on the premises of the employer where notices to employees are customarily posted, and include it in a written document, or written employee manual or policy if the employer has one, a notice, to be prepared by the Department, summarizing the requirements of this Act and information pertaining to the filing of a charge upon commencement of an employee's employment or 90 days following the effective date of this Act, whichever is later. If an employer's workforce is comprised of a significant portion of workers who are not literate in English, the employer shall notify the Department and a notice in the appropriate language shall be prepared by the Department. Employees may also request that the Department provide a notice in languages other than English, which the employer must post in accordance with this subsection. An employer who violates this subsection shall be fined a civil penalty of \$500 for the first audit violation and \$1,000 for any subsequent audit violation.

(e) No employer shall interfere with, deny, or change an employee's work days or hours to avoid providing eligible paid leave time to an employee.

(Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/25)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 25. Retaliation. It is unlawful for any employer to threaten to take or to take any adverse action against an employee because the employee (1) exercises rights or attempts to exercise rights under this Act, (2) opposes practices which the employee believes to be in violation of this Act, or (3) supports the exercise of rights of another under this Act. It is unlawful for any employer to consider the use of paid leave by an employee as a negative factor in any employment action that involves evaluating, promoting, disciplining, or counting paid leave under a no-fault attendance policy. Such retaliation shall subject an employer to civil penalties pursuant to this Act.

An employee who has been unlawfully retaliated against shall also be entitled to recover through a claim filed with the Department, all legal and equitable relief as may be appropriate.

(Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/30)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 30. Department responsibilities.

(a) The Department shall administer and enforce this Act. The Department has the powers and the parties have the rights provided in the Illinois Administrative Procedure Act for contested cases.

(b) An employee may file a complaint with the Department alleging violations of the Act within 3 years after the alleged violation. An employer that violates this Act is liable to any affected employee for damages in the form of the actual underpayment, compensatory damages, and a penalty of not less than \$500 and no more than \$1,000. Employees shall also be entitled to such equitable relief as may be appropriate, in addition to reasonable attorney's fees; reasonable expert witness fees, and other costs of the action, which shall be paid by the employer to the employee.

(c) The Department has the power to conduct investigations

in connection with the administration and enforcement of this Act, including the power to conduct depositions and discovery and to issue subpoenas. If the Department finds cause to believe that this Act has been violated, the Department shall notify the parties in writing, and the matter shall be referred to an Administrative Law Judge to schedule a formal hearing in accordance with hearing procedures established by rule. Administrative decisions shall be reviewed under the Administrative Review Law.

(d) The Department is authorized to impose civil penalties prescribed in Section 35 for any violation of this Act.

(e) The Department is authorized to collect and supervise the payment of any damages awarded pursuant to Section 25 and subsection (b) of this Section to an employee or employees under this Act. Any sums recovered by the Department on behalf of an employee or employees under this Act shall be paid to the employee or employees affected. The Department is not authorized to collect and supervise the payment of any awarded attorney's fees. Those fees shall be subject to collection by the attorney awarded such fees.

(f) The Attorney General may bring an action to enforce the collection of any awards made under this Act.

(g) The Department shall adopt rules necessary to administer and enforce this Act.

(Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/35)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 35. Penalties and enforcement. An employer that violates this Act or any rule adopted under this Act shall be subject to a civil penalty of \$2,500 for each separate offense. An offense means any violation of this Act with the exception of a violation of the notice requirement in subsection (c) of Section 20. Any penalties collected from an employer under this Section or under subsection (d) of Section 20 for violations of this Act shall be deposited into the Paid Leave for All Workers Fund, a special fund created in the State treasury that is dedicated to enforcing this Act.

(Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/95)

Sec. 95. (Amendatory provisions; text omitted).

(Source: P.A. 102-1143, eff. 1-1-24; text omitted.)

(820 ILCS 192/97)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 97. Severability. The provisions of this Act are severable under Section 1.31 of the Statute on Statutes.

(Source: P.A. 102-1143, eff. 1-1-24.)

(820 ILCS 192/99)

(This Section may contain text from a Public Act with a delayed effective date)

Sec. 99. Effective date. This Act takes effect January 1, 2024.

(Source: P.A. 102-1143, eff. 1-1-24.)

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PERSONNEL POLICY MANUAL

February 2007

Amended June 2008

Amended September 2020

Amended December 2023

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WELCOME STATEMENT

Welcome to employment with the City of Oak Forest. The City relies upon its dedicated employees to provide the highest level of service to the citizens of Oak Forest.

This manual contains many of the City's policies; however, it is impossible to address every issue that may occur at work in this manual. If an issue is not addressed in this manual, please bring this issue to the attention of your Human Resources Manager or the City Administrator. We will do our best to resolve any questions or concerns.

(To the extent that any policies contained within this manual conflict with an applicable collective bargaining agreement, the policies in the collective bargaining agreement will control.)

FOREWORD

The City is pleased to provide you with this personnel manual. This manual is intended to provide you with general guidance about current City rules and operating procedures and the benefits the City currently offers to eligible employees. This personnel manual contains only general information and guidelines and is not intended to be comprehensive.

This personnel manual is not a contract of employment between the City of Oak Forest and its employees. Unless otherwise provided in a written contract of employment, City of Oak Forest employees are employed at-will. Employment at-will means that the employment relationship is for no definite or determinable period of time, and regardless of salary, position or rate of pay may be terminated by either the City of Oak Forest or by the employee at any time with or without cause or notice. Nothing in this manual is meant to alter that relationship in any manner.

This manual is presented to all employees because it is important for employees of the City of Oak Forest to know, in as much detail as possible, the kind of organization we are and what we believe in. The City of Oak Forest reserves the right to delete, add to, change, or modify the provisions of this manual at any time. This manual supersedes all previously issued manuals. Employees are expected to review this manual and become familiar with its contents.

We ask your cooperation and help so that we may continue to improve our organization and create a pleasant working environment. We hope you find your association with the City of Oak Forest rewarding.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The City of Oak Forest shall not discriminate against any person seeking employment or currently employed with the City on the basis of political or religious affiliation or belief, race, color, sex, age, sexual orientation, physical disability, and/or national origin, in accordance with federal and state employment regulations.

CODE OF ETHICS

As City employees and volunteers, it is required that we all maintain the highest level of ethical standards and behavior. The Oak Forest community expects honesty, integrity, and fairness from our organization. In order to inspire public confidence and respect from those we serve, the following standards shall be maintained as a City employee or volunteer.

- ✦ Always conduct yourself in a professional and cooperative fashion, and treat others with respect.
- ✦ Always pursue the public interest above all other interests.
- ✦ Never accept gifts, favors or services that are intended to (or could appear to) influence decisions made in the discharge of your duties.
- ✦ Never use your position to secure advantage for family, friends or yourself.
- ✦ Never release confidential information associated with the City for any personal gain.
- ✦ Never put yourself in a position of having an actual conflict of interest, or the appearance of a conflict of interest.
- ✦ Always do what is best for the City of Oak Forest.

CHAPTER 1 INTRODUCTION

A. Authority

The authority to adopt personnel policies is vested with the Mayor and City Council. The City Administrator shall be responsible for the implementation and administration of the policies set forth in this manual.

Employees are invited to discuss personnel matters with their Department Head. If questions related to these matters are not fully resolved after such discussions, the employee may consult with the Human Resources Manager or City Administrator.

B. Amendments and Revisions

This manual will be issued to all full and part-time employees, as well as union and non-union employees. New employees will receive the manual during their employee orientation. When new or revised personnel policies are made, the City Administrator will, to the extent possible, communicate these policies to all employees, however, the City reserves the right to change, delete, alter or modify these policies at any time.

C. External Agreements/Laws

In the event of a substantive conflict between the terms of this manual and those of an applicable collective bargaining agreement or employment agreement, the collective bargaining agreement or employment agreement shall control. If any of the policies adopted herein conflict with State or Federal laws, or the rules and regulations of the Police & Fire Commission or Civil Service Commission, those laws and rules shall take precedence and control over the terms of this manual.

D. Past Practice

The policies, regulations, and rules stated in this manual encompass the intent of the City of Oak Forest. No other policies, regulations, or rules are implied, including any past practice which is not specified herein. Department Heads may make work rules pertaining to their service delivery area, as they are not in contradiction with this manual.

CHAPTER 2 APPOINTMENTS & PROMOTIONS

A. General

All full-time City employees are appointed by the Mayor, with the advice and consent of the Council with the exception of sworn personnel, and those positions subject to the authority of the Civil Service Commission.

Employees classified as part-time or seasonal shall be appointed by the appropriate Department Head with the consent of the City Administrator.

The City will hire individuals based upon their qualifications, which will include a consideration of, but shall not be limited to, knowledge, skills, and ability to perform the essential functions of the applied-for position efficiently and effectively, with or without any reasonable accommodation required by law.

Every effort will be made to hire employees for positions which best utilize their abilities and in which they will be able to achieve both personal satisfaction and opportunity for growth. The City will attempt to provide job-related training and educational opportunities for employees to the extent that City finances permit.

B. Application

1. Position Qualifications

To be considered for employment in the City of Oak Forest, a person must meet all required qualifications for the position. Qualifications vary in accordance with each position.

2. Applications

Persons applying for a position with the City of Oak Forest must complete an application for employment, which is available on the City's website or from the Human Resources office. The provision of false or misleading information on an application form, whenever discovered, is grounds for discipline, up to and including termination.

The employment application becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

Information gained by checking references is highly personal and shall be treated confidentially. In addition, the City may undertake a thorough police background check prior to hiring.

3. Age Requirement

The City will not employ persons less than 16 years of age. The City may employ persons between the ages of 16 and 18, depending upon the need for such employees. The City determines which specific jobs or work tasks such employees cannot fill or perform. Such determination shall take into consideration the health, welfare and safety of the aforementioned employees, other City employees and the effect that the assignment of such employees would have on the City of Oak Forest's overall operation.

4. Citizenship Requirements

United States citizenship or proof of authorization to legally work in the United States is a requirement for employment with the City. The City shall not sponsor any job applicant for permanent residency or citizenship. In accordance with the Immigration and Reform Act of 1986, effective June 5, 1987, all individuals are required to complete an Employment Eligibility Verification Form (I-9). The appropriate documentation must be submitted by all appointees prior to the commencement date of hire. The required documentation that proves appointee identity and employment eligibility is listed on the I-9 Form. There is no requirement to verify employment for those individuals providing contractual services or employees hired before November 7, 1986. The Immigration and Reform Act requires that all I-9 Forms be retained for three years after the date of hire or one year after termination, whichever is later. Therefore, it will be necessary to attach an I-9 Form to the Notice of Personnel Action Form when processing appointments. Human Resources will be responsible for filing the I-9 Form separate from the respective personnel files and monitoring for compliance.

5. Evidence of Work Eligibility

Proof of age, citizenship or authorization to legally work in the United States, education, required licenses and/or current residence may be requested of an applicant or any City employee. If an applicant fails or refuses to supply satisfactory documentation when it is required, he/she shall not be considered for employment.

C. Return to City Employment

An employee who resigns in good standing is eligible to reapply for the same position or another position in the City when it becomes available. If the employee is reinstated to the same employment classification within 6 months of the initial separation, the City Administrator may authorize appointment at a salary equivalent to the salary the employee was earning upon separation and shall allow the employee to earn vacation days at the same rate as the employee was earning upon separation. The City is under no obligation to hire a former employee to any vacant position.

D. Post-Offer Examinations

All employment offers shall be conditional upon the successful completion of a pre-employment physical examination, drug/alcohol screen, and references and background checks.

E. Employment Classifications

1. Full-Time Employees

Employees who have completed their probationary period and who work a regular work period as stipulated in Chapter 3, Section A, "Work Periods." These employees are entitled to all City benefits and privileges prescribed in this personnel manual.

2. Probationary Employees

Employees who have not completed their designated probationary period and who work a regular work period as stipulated in Chapter 3, Section A "Work Periods."

3. Part-Time Employees

Employees who work less than 1,560 hours per year. Part-time employees are compensated on an hourly basis. Non-sworn part-time employees who work more than 1,000 hours per year must participate in the Illinois Municipal Retirement Fund. Part-time employees are not eligible for health insurance, vacation, or sick benefits.

4. Seasonal Employees

Employees who work for a period of not more than nine (9) months in a calendar year, during which a regular work week may or may not be worked. Seasonal employees receive no benefits other than social security.

5. Department Heads

Full-time employees including: Finance Director, Human Resources Manager, Building Commissioner, Public Works Director, Police Chief, Fire Chief, and Economic and Community Development Director.

6. FLSA Exempt (Salaried Employees)

Employees paid on a salaried basis who work in an executive, administrative or professional capacity that is not entitled to overtime payment under the Fair Labor Standards Act (FLSA).

7. FLSA (Non-Exempt) Employees

Employees who are paid on an hourly basis who are entitled to overtime, as defined by the FLSA.

F. Probationary Period

The probationary period is a period during which all new and promoted employees are given an opportunity to demonstrate their ability to perform the requirements of the position for which they have been hired or promoted.

1. Duration

The probationary period for City employees is six (6) months unless otherwise stated in an applicable collective bargaining agreement. If a Department Head requests an extension of an established probationary period, the City Administrator may extend an employee's probationary period up to a maximum of an additional six months.

2. Evaluation of Probationary Period

Through the probationary period, the employee's supervisor shall be required to monitor the progress of the probationary employee in an effort to determine whether City employment expectations are being met. Feedback is to be freely provided during this period. After six months of employment, the employee's supervisor will provide a written evaluation to the employee providing an indication of whether the employee will progress beyond the probationary period.

3. Successful Completion

Once an employee successfully completes the probationary period, he/she shall become a full-time employee or part-time employee, depending on the job classification. This does not mean that the employee shall have a permanent job or a right to continued employment, and is not in any way inconsistent with the City's "at-will" policy.

4. Post Probationary Period

Supervisors shall conduct a written evaluation of each employee each year on the employee's anniversary.

5. Discharge

As with all other at-will employees of the City, probationary employees may be discharged without cause at any time during the probationary period. The probationary employee shall have no right to notice, hearing, or appeal of such discharge by the City. A Department Head may recommend discharge of a probationary employee provided the City Administrator has approved such action.

G. Employment of Relatives

Relatives of City employees or elected City officials may be employed only in cases where such employment would not result in a supervisory relationship, would not cause a conflict of interest, and would not cause the appearance of a conflict of interest. For the purpose of this section, "relative" shall mean spouse, children (including daughter/son-in-law), parent (including parent-in-law), sibling, sibling of spouse, grandfather, or grandmother.

H. Promotion and Transfers

1. Vacancies in positions above the entrance level may be filled by promotion whenever the City determines it is in the best interest of the organization to do so. Promotion shall be based on the applicant's qualifications, educational background, merit, experience, and ability to fulfill the essential functions of the position. Employees who are considered for promotion may be competing for the position with qualified individuals from outside the City.
2. When an individual is promoted or transferred, his or her salary may be adjusted by the City Council. Such salary adjustment shall be within the salary range for the new position that properly reflects any increased or decreased duties and responsibilities assigned to that employee.
3. Employees may occasionally be asked to accept a temporary promotion, during which period they would serve in an "acting" capacity. Serving in an "acting" supervisory capacity shall be defined as when an employee assumes responsibility for a department or division on a temporary basis, but for a period of at least thirty (30) calendar days. The "acting" supervisor shall assume an increased level of responsibility and supervision of employees and may, at the discretion of the City, involve a salary increase commensurate with the position. Unless ultimately appointed to the position after undergoing a standard City employment search and hiring process, the employee shall return to the position last held before assuming the "acting" capacity.
4. A probationary period for any permanent promotion or transfer is required per Section F of this chapter.

CHAPTER 3 ATTENDANCE AND WORK PERIODS

A. Reporting for Work

Due to the nature of City services, the normal workday varies from department to department. Employees are required to report and be prepared for work at the designated time and location, as determined by the Department Head.

B. Tardiness

Employees must notify their department head or immediate supervisor as soon as possible if the employee expects to be late for work. Tardiness may result in corrective counseling including the possibility of a deduction in pay for the time not worked or termination of employment.

C. Lunch and Break Periods

In general, employees will receive one unpaid lunch period and no more than two paid break periods, which, when all three break periods are combined, total no more than one hour during a regular work day. Department Heads are authorized to establish the time and length of lunch and break periods during each day. On occasion, with pre-approval of the Department Head, an employee may forego his lunch break in order to leave work early for personal reasons.

CHAPTER 4 COMPENSATION PLAN

A. Pay Scale

The compensation plan is adopted by the Mayor and City Council, and administered by the City Administrator. The Pay Scale includes the minimum and maximum rate of pay for all non-union positions in the City. It represents an orderly method of determining the salary of the position for the type of work performed and length of service with the City. In order to maintain internal and external salary parity, the City Administrator will, from time to time, make comparative studies of all factors affecting the salary ranges, and will recommend salary range adjustments to the City Council.

Employees subject to a collective bargaining agreement will be subject to the negotiated rates as adopted within the union contract.

B. Pay Range

Each non-union position is assigned to a pay range. Department Heads may request a change in pay range for a specific position and/or may submit a draft of a new job description, if the duties of the position have changed substantially. Any change in pay range requires the recommendation of the City Administrator and approval of the Mayor and City Council.

C. Salary Increases

The compensation plan establishes a pay range for each full-time position, excluding employees represented by a collective bargaining agreement. Movement through the pay ranges recognizes that individual ability and exhibited job performance are the basic consideration in salary administration. The compensation plan, as structured, may provide full and part-time employees with a range adjustment on or about May 1 of each year as approved by the Mayor and City Council. All salary increases are subject to favorable financial conditions of the City as determined by the Mayor and City Council.

When warranted, the City Administrator may make a recommendation to the Mayor and City Council regarding adjustments to the Pay Plan. The recommendation shall occur prior to May 1. The City Administrator's recommendation may take into consideration economic indicators selected by the City, regional surveys, and the City's ability to pay for such adjustments.

Additionally, an employee, due to a significant increase in job responsibilities and circumstances of increased performance, which require such review, may be offered a promotional increase beyond the range adjustment in the May 1 annual review or the annual Merit Increase on the employment anniversary date. However, if such a promotional increase is granted, the effected employee will not be eligible for another salary increase until the following anniversary date or the next May 1 annual review date.

Merit Increase

A merit award system is created to monetarily reward job performance of individual employees, thereby serving as both a method of recognition for work accomplished during the previous evaluation period and an incentive for the coming year. The annual performance evaluation process is the essential element to effectively utilize this system.

Merit awards, if granted at all, shall be determined on an annual basis effective on or about May 1 of each year. Each Department Head shall be responsible for evaluating each employee in his/her department using established City Performance Evaluation Forms, and shall, to the extent possible, conduct a face-to-face performance review on each employee's employment anniversary. Merit awards are calculated using established percentage increases as assigned to levels of performance. When approved, annual merit awards shall range in value from 0% to a maximum of 5% of an employee's current salary. A merit award is dependent upon the recommendation of the Department Head, subject to final approval of the City Administrator.

Range Adjustment

(Employees at the maximum point of their salary range as of April 30).

The City Administrator may, from time to time, recommend to the City Council a Range Adjustment for any City employee at the maximum point of their salary range, to take effect on or about May 1 of each year, if that employee has received a favorable performance evaluation by their supervisor or Department Head. The range adjustment recommendation may be based upon either of the two following alternatives, with the higher alternative being recommended to increase the maximum amount of the salary range:

1. The percentage increase of the Consumer Price Index (Chicago-U All Urban Consumers) for the twelve months ending in December of the previous year.
2. The May 1 percentage increase of any collective bargaining agreement in effect in the City at that time. If more than one collective bargaining agreement shall be in effect, the mean percentage increase of the agreements shall be applicable.

If financial conditions warrant, the City Council may provide for a reduction or suspension of the increases prescribed.

D. Pay Days

Employees shall be paid on Fridays on a bi-weekly basis. If payday falls on a holiday, employees will be paid on the preceding workday. No other advances in pay shall be made for any reason. To accommodate vacations or unforeseen circumstances where the employee may not be present on pay day, employees are encouraged to participate in the direct deposit option offered to all employees.

E. Overtime

All "non-exempt employees," as that term is defined in the Fair Labor Standards Act (FLSA) will receive pay at one and one-half their regular rate for all actual work performed in excess of forty hours per week. In accordance with FLSA, compensated leave time, including sick and vacation leave and comp time, are not included in the computation of hours worked for the sake of overtime calculation. All overtime must be approved by management.

"Exempt employees" are not eligible for overtime pay. Exempt employees, as that term is defined in FLSA, include but are not limited to the following positions: City Administrator, Public Works Director, Assistant Public Works Director, Superintendent of Streets, Finance Director, Network Administrator, Human Resources Manager, full-time Code Enforcement Officer, Police Chief, Fire Chief, Building Commissioner, Economic and Community Development Director, Planner, Deputy Fire Chief, Deputy Police Chiefs, and Office Manager.

Compensation for overtime may be in the form of premium pay, an adjustment to the shift schedule or when required by a collective bargaining agreement, compensatory time off. The City Administrator shall designate the form of overtime compensation available to each class of work in the municipal service, consistent with FLSA.

In case of "call-back" of non-exempt positions, employees will be guaranteed pay for at least two hours of work, and will receive pay at one and one-half their regular rate for all "call-back" work. "Call-back" refers to an employee being requested *to report back to work* following the completion of their assigned duty period. It should not be confused with being held over to work additional time following the completion of their assigned duty period.

Call-back work shall be compensated and defined to begin at the time the employee reports to the City facility assigned. All overtime must be authorized in advance by the employee's department head except in the event of an emergency.

F. Compensatory Time

1. As of the effective date of this Personnel Policy Manual, the City shall no longer provide overtime compensation to non-exempt employees through the use of compensatory time. Hours worked as overtime shall be compensated as indicated in Section E. If a non-exempt employee is subject to collective bargaining agreement, which allows for the accrual of compensatory time, that agreement shall take precedence.

Employees who have existing accrued compensatory time balances may make requests for compensatory time off in a minimum of ½ day increments, or less, subject to Department Head approval and department operating needs.

Employees shall provide 24-hour advance notice for any use of comp time, or less subject to operating needs. Compensatory time off may be accumulated up to one hundred twenty (120) hours. Hours in excess of this balance shall be converted to the employee's future benefit bank.

2. Department Heads and other exempt employees as defined in FLSA are not eligible for overtime pay or compensatory time. From time to time, the City Administrator may, at his/her discretion, grant compensatory time off to exempt employees in consideration of work performed beyond their normal schedule.

- 3. Under no circumstances will compensatory time be granted where, as determined by the Department Head or City Administrator, the absence of a certain employee would result in a hardship to the operation of that employee’s department.

G. No Pyramiding

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this section.

H. Payroll Deductions

1. Mandatory Deductions

Automatic payroll deductions are made for federal and state income tax, employee pension contributions, social security, Medicare (where applicable), labor union dues (if applicable), court ordered deductions, and any other deductions as may be required by law.

2. Voluntary Deductions

Employees may authorize deductions for voluntary insurance, IRS Section 125 or investment plans offered at the City’s discretion.

CHAPTER 5 LEAVE BENEFITS

A. Holidays

Except as otherwise authorized, full-time employees will receive the following days off with pay:

- New Year’s DayJanuary 1
- President’s DayThird Monday in February
- Friday before EasterFriday before Easter
- Memorial Day.....Last Monday in May
- Independence DayJuly 4
- Labor Day.....First Monday in September
- Columbus Day.....Second Monday in October
- Thanksgiving DayFourth Thursday in November
- Day after Thanksgiving Day.....Fourth Friday in November
- Christmas Eve.....December 24
- Christmas DayDecember 25

- 1. For non-shift personnel, whenever a holiday falls on Saturday, the preceding Friday shall be observed as the official City holiday. When a holiday falls on a Sunday, the following Monday will be observed as the official City holiday. When Christmas Eve falls on a Sunday, the holiday will be observed on the preceding Friday.

2. For non-shift personnel, holidays will begin at midnight and end at 11:59 p.m. *on the day observed as the official City holiday*. For shift personnel, holidays are *observed on the actual holiday* and will begin at the start of the shift when a majority of the shift is on duty, on the day observed as the official City holiday.
3. Full-time, non-exempt employees who are required to work on their observed holiday shall be compensated at the overtime rate for all hours worked on the holiday. The overtime rate for hours worked in excess of eight (8) hours on a holiday, and for all hours worked on a holiday if the employee is called in to work the holiday on his or her day off, is one and one-half (1½) times the regular straight-time rate of pay. Employees who work on holidays shall receive eight (8) hours regular pay for holiday pay in addition to compensation for actual hours worked. Part-time and temporary employees who work on holidays will be compensated at overtime rates for hours actually worked.
4. Employees scheduled to work on a holiday shall do so. Any employee who has taken an unauthorized absence on the day before or after a holiday will not receive pay for that holiday. Any employee absent from work due to reasons chargeable to Sick Leave on a holiday scheduled for work on the day preceding or the day following a holiday may be required to present a doctor's verification of eligibility for leave in order to receive compensation for the holiday.

B. Floating Holiday

In addition to the official City holidays listed, all full-time employees of the City will receive one floating holiday in a fiscal year at their regular hourly rate of pay according to the number of hours scheduled in a regular work day. One floating holiday will be credited to all regular full-time employees on January 1, or date of hire for new employees hired between January and June 30 during their first year of employment. New employees hired between July 1 and December 31 are not eligible for a floating holiday until the following calendar year. Floating holidays must be used by the employee in the calendar year in which they were earned, or they will be lost.

An employee's use of a floating holiday shall be subject to advanced scheduling and approval by the Department Head or designee. A request to use a floating holiday must be made with at least twenty-four (24) hours' notice. A floating holiday must be taken as a full day off.

C. Safety Incentive Award

The City shall award a paid Safety Incentive Award Day to all full and part-time employees who meet the criteria as defined in this section. The purpose of the award is to foster workplace safety and acknowledge those employees who do not experience an "avoidable" accident or injury during the *previous calendar year*, or do not violate a safety practice as established by the City.

The determination of whether an accident or injury is avoidable or unavoidable shall be subject to the sole discretion of the Safety Committee following an investigation of the occurrence. This decision shall not be subject to the grievance procedure.

1. Eligibility

One (1) paid day off will be granted to any full-time employee or eligible hourly part-time employee who works an entire calendar year without having an avoidable accident, injury, or violation of safety work procedures. One day off is defined as 8 hours off for a full-time employee, 12 hours for platoon fire employees and 4 hours off for a part-time employee.

2. Part-Time Employees

To be eligible for the Safety Incentive Award Day, part-time employees must work an average of 20 hours per month in a twelve-month period.

3. Qualifying Conditions

The Safety Incentive Day Off will be earned during the calendar year ending December 31. The day off will be awarded for use during the subsequent calendar year beginning January 1. New employees hired prior to May 1 of the calendar year will be eligible to receive the Safety Incentive Day Off. New employees hired on or after May 1 will be eligible to receive ½ Safety Incentive Day Off.

Department Heads shall forward incidents or safety violations to the Executive Safety Committee for avoidable/unavoidable determination based on the following criteria:

- a. Whether the incident caused damage either to City property or to third-party property;
- b. Whether the employee was/is injured and/or receives first aid or is transported to a medical facility;
- c. Whether the incident is otherwise considered by the Department Head or Supervisor to be the result of recklessness, carelessness or irresponsible conduct on behalf of the employee, or a violation of an established safety rule.

The determination of whether an accident or injury is avoidable or unavoidable shall be subject to the sole discretion of the Safety Committee.

The City Administrator has the overall responsibility for implementing and administering the Safety Incentive Day Award Program for the City of Oak Forest.

4. Safety Incentive Day to be taken in "Time Off"

The safety day earned via the safety incentive program must be taken in time off, not money.

5. Use of Safety Incentive Day

An employee's use of a safety incentive day shall be subject to scheduling and approval by the Department Head or designee. A request to use a safety incentive day must be made with at least twenty-four (24) hours' notice, and must be taken as a full day off.

6. No Carry-Over

There shall be no carry-over or accrual of safety incentive days. If a day is not taken within the calendar year, it will be lost.

D. Vacation

1. Only full-time employees are eligible for paid vacation benefits.
2. An employee's anniversary date is defined as the date an employee is hired as a full-time employee.

Vacation leave allowances are based on completed years of continuous service. Full-time employees shall accumulate Vacation Leave in the following manner:

- a. 0 until one-year anniversary – one day each two months not to exceed five days;
- b. At the one-year anniversary (i.e., beginning of the second year of employment) – two weeks (10 days);
- c. At the five-year anniversary (i.e., beginning of the sixth year of employment) – three weeks (15 days);
- d. For each two years of employment after five years, i.e., on the seventh anniversary date (i.e., beginning of the eighth year of employment) – one additional day; and
- e. The maximum annual vacation accrual for any employee shall be thirty (30) days.
- f. The City shall notify employees on or about the first work day of January 1 of each year the vacation days employees will earn on their anniversary date. Employees shall be permitted to use the vacation time posted on or about January 1 prior to reaching their anniversary date. No employee's vacation benefit shall vest prior to the anniversary date of employment. Upon termination of employment, the City may deduct from an employee's final paycheck all unvested vacation days taken prior to the employee's anniversary date.

Employees ordinarily earn vacation time before vacation days are used. However, with the prior approval of the Department Head and the City Administrator, an employee may receive an advance of up to five (5) vacation days.

3. At any point in time, all regular full-time employees may accumulate and carry over up to ten (10) additional vacation days over the employee's annual vacation accrual rate.
4. Requests for use of vacation leave require the prior authorization of the employee's Department Head. The granting of vacation requests is subject to the operational requirements and staffing needs of the department. Thus, employees shall plan the use of their vacation time well in advance, and should not expect the City to approve requests, which would create problems with service delivery, staff coverage, or other issues as determined by the Department Head.
5. Employees may utilize vacation leave in one half day increments.
6. As of the adoption of the Personnel Policy Manual, the City acknowledges that some employees may have a vacation balance in excess of the maximum authorized. To avoid loss of these excess vacation days, it shall be the responsibility of these employees to notify the City of his or her vacation leave balance and enter into individual agreements with the City to provide for a plan to utilize these days within a fixed period of time. The City Administrator shall develop agreements with employees to fairly balance the needs of the City with the needs of the employee.

Subsequent to the adoption of the Personnel Policy Manual, no vacation accrual in excess of the requirements of this chapter shall be allowed to occur.

7. An employee, who resigns or is discharged, will receive payment for all accumulated Vacation Leave (not in excess of the maximum allowed in the Personnel Policy manual) as of the date of separation of employment with the City. Employees will not be allowed to remain on the City's payroll until such leave time has been exhausted. Any accumulated Vacation Leave will be paid out in a lump sum during the pay period following the employee's last day of work. If an employee resigns or is discharged and has a "negative" vacation day balance, the corresponding pay, at the employee's regular pay rate, shall be deducted from the final paycheck

E. Family and Medical Leave Act of 1993.

1. Employees who have been employed by the City for at least twelve (12) consecutive months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one or more of the following reasons:
 - a. Because of the birth of a child and in order to care for such child (within 12 months after the birth of the child);
 - b. Because of the placement of a child for adoption or foster care (within 12 months of the placement of the child);
 - c. In order to care for a spouse, child, or parents if they have a "serious health condition;"
 - d. Because of a "serious health condition" that makes the employee unable to perform the functions of his/her job, or
 - e. To care for an injured or ill military service member. Employees who are allowed to take this leave are limited to a "spouse, son, daughter, parent or next-of-kin [the nearest blood relative]" of the injured or ill service member. Covered service members are those in the Armed Forces including members of the National Guard and reserves. This military care provision provides up to 26 weeks of leave to care for an injured or ill family member in the Armed Forces. This leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. Employees are entitled to a 26-week military caregiver leave only once during their employment.
2. The federal law provides for FMLA leaves of absence to be unpaid.

3. **Coordination with Other Policies.** Employees must substitute paid leave time for unpaid leave under this policy. If an employee uses paid leave time under this policy, it will run concurrently with Family and Medical Leave. If employees otherwise qualify for disability pay or other leave benefits, he/she will collect it at the same time they are on Family and Medical Leave. Similarly, if employees otherwise qualify for any other type of leave of absence, that leave must be taken concurrently with Family and Medical Leave. Pursuant to Federal law, compensatory time cannot be taken concurrently with Family and Medical Leave. Employees taking time off from work on an intermittent basis that qualifies for the Family and Medical Leave protection will be required to use their accumulated sick time concurrently with the Family and Medical Leave prior to using other benefit time.
4. **Medical Certification.** Any request for a leave under this section must be supported by certification issued by the applicable health care provider. At its discretion, the City may require a second medical opinion and periodic recertification to support the continuation of a leave. If the first and second opinions differ, a third opinion can be obtained from a health care provider jointly approved by both the City and the employee.
5. **Serious Health Condition.** For purposes of this policy, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:
 - a. **Hospital Care.** Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care relating to the same condition;
 - b. **Absence Plus Treatment.** A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: 1) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
 - c. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care;
 - d. **Chronic Conditions Requiring Treatment.** A chronic condition, which requires periodic visits over an extended period of time for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a healthcare provider; and may cause episodic rather than a continuing period of incapacity.
 - e. **Permanent/Long-Term Conditions Requiring Supervision.** A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

- f. Multiple Treatments (non-chronic conditions). Any period of absence to receive multiple treatment (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
6. Intermittent Leave. If certified as medically necessary for the serious health condition of either the employee or the employee's spouse, child or parent, leave may be taken on an intermittent or reduced schedule. If leave is requested on this basis, however, the employee may be required to transfer temporarily to an alternative position, if available, which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent base pay and benefits. Reduced schedules for the purpose of child care will run concurrently with FMLA leave. Employees taking time off from work on an intermittent basis that qualifies for the Family and Medical Leave protection will be required to use their accumulated sick time concurrently with the Family and Medical Leave prior to using other benefit time.
7. Notification and Reporting Requirements. All requests for leaves of absence must be submitted to the employee's supervisor in writing at least thirty (30) days in advance of the start of the leave (except when the leave is due to an emergency or is otherwise not foreseeable). A delay in submitting this request could result in a delay of the start of the leave. The supervisor will forward the request to Human Resources for approval. If the leave request is approved, the employee will receive written notice to this effect. If the leave request is denied, the employee will be notified promptly after that decision is made and he/she can reapply in the event the circumstances for the denial have changed. Employees must also make an effort to schedule intermittent leave so as not to disrupt business operations. During the leave, employees may be required to report periodically on their status and intention to return to work.
 - a. Any extension of time for a leave of absence must be requested in writing prior to the scheduled date of return to work, unless the need for the extension is unforeseeable, and written documentation may be required to support the extension. The maximum time on FMLA leave of absence cannot exceed a total of twelve (12) weeks in a rolling twelve-month period.
 - b. A FMLA leave of absence will not affect the continuity of employment. An employee's original date of employment remains the same for seniority purposes. However, the employee will not accrue any benefits during the period they are on FMLA leave, except as provided by another leave policy.
8. Employee Benefits during Family and Medical Leave of Absence. Employees will be permitted to maintain health insurance coverage for the duration of the FMLA leave under the same conditions coverage would have been provided if he/she had remained actively at work. However, employees must make arrangements for the continuation and payment of their portion of insurance premiums before they go on unpaid leave status. If the employee does not return to work after the leave, or if they fail to pay their portion of the premiums, they will be required in most cases to reimburse the City for the premiums paid during the leave.

9. Return from Family and Medical Leave. Upon return from leave, which has extended no longer than a total of twelve (12) workweeks in a rolling twelve (12) month period, employees will be restored to the same or equivalent position as the one they held when the leave started. Of course, the employee has no greater right to benefits and other conditions of employment than if they had been continuously employed during the FMLA leave period. Employees on leaves for their own serious health condition will be required to submit a fitness for duty certification from their health care provider stating that they are able to perform the essential functions of the job before they will be permitted to return to work. An employee's failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date may result in discipline up to and including discharge.
10. An Employee shall not be granted FMLA leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.
11. In the event there is a conflict between the notice and the Family and Medical Leave Act, the Act shall prevail

F. Bereavement Leave

1. In the event of death of an employee's immediate family member, an employee will be allowed to use a maximum of three consecutive days of paid bereavement leave.
2. For purposes of this section, immediate family shall include the employee's spouse, and those family members related to the employee or the employee's spouse including: parent or parent-in-law or guardian, child, sibling, grandparent, grandchild, or another dependent.
3. In the event of a death of an employee's relative other than immediate family as listed above, employees will be allowed to use one day of bereavement leave. These relatives of employee or the employee's spouse are limited to: daughter-in-law, son-in-law, aunt, uncle, cousin, niece, or nephew.
4. The City is aware of the grief and trauma associated with the death of a family member or other loved ones. If necessary, an employee may supplement the paid bereavement period with additional time by utilizing vacation, compensatory time, or unpaid leave subject to the approval of the Department Head. Such consideration shall also be made for the death of an individual who is not defined as immediate family.
5. Employees may be required to substantiate the basis for Funeral Leave to the Department Head or City Administrator.

G. Sick Leave

1. Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave is not intended as a substitute for vacation time or floating holidays. Sick leave is an accumulated benefit for permanent employees and will not be construed as being earned. Sick leave abuse may be the basis for disciplinary action up to and including discharge.

2. Days Earned

All employees shall earn sick leave pay at the rate of one day per month to a maximum of twelve (12) days during the employee's initial anniversary year; and in the same amount during each subsequent anniversary year.

3. Sick Leave Benefit Accumulation

- a. Sick Bank. The City shall establish a Sick Bank for each employee. Each employee's unused sick days will be transferred into the Sick Bank based on both number of hours and dollar value. Each employee must maintain a minimum balance in the Sick Bank of one hundred and sixty (160) hours.
- b. Use of Sick Bank. The Future Benefit Bank may be used for long-term disability payments, separation cash payments or separation health benefit payments.
- c. Current Sick Hours Earned. Sick hours earned shall accrue as current sick hours for the year, December through November, at the rate of eight (8) hours per month, to a maximum of ninety-six (96) hours per year.
- d. Calculating of Sick Benefits. Sick hours taken during the year shall be paid at the then current hourly rate (annual base salary, plus incentive, divided by 2,080 hours).
- e. Transfer of Unused Sick Days or Cash Payment. On or before November 30th of each year, each employee shall select a method of receiving his/her unused current sick hours earned for that year. Each employee shall select between transferring his/her unused sick hours to the Sick Bank in whole or in part and/or receiving a cash payment. However, an employee may only receive a cash payment for those hours that are in excess of the required minimum balance that must be maintained in the Sick Bank. The dollar value of any unused sick hours shall be calculated based on the employee's then current hourly rate in the month of November (annual base salary, plus incentive, divided by 2,080 hours). That portion of unused sick hours that is to be transferred to the Sick Bank will be added to the employee's then existing Bank balance. That portion of unused sick hours that is to be converted to a cash payment shall be issued to the employee in a separate check, less all necessary payroll deductions, by December 20th of the same year.

4. Sick Leave Conversion at Separation

- a. Applicability. Any employee in good standing with the City and who has provided the City with a fourteen (14) day written notice of his/her separation shall be entitled to convert unused sick leave hours to cash.
- b. Conversion of Unused Sick Leave. All earned and unused current sick hours for the year shall be transferred to the Sick Bank. The dollar value of any unused sick hours shall be calculated based on the employee's then current hourly rate of pay (annual base salary, plus incentive, divided by 2,080 hours).
- c. Payment of Unused Sick Leave. If the employee selects to convert his/her Bank balance to cash, the dollar value of the Bank balance will be paid at the current rate, less all applicable payroll deductions within 65 calendar days of the last paycheck.

5. Use of Sick Leave.

Absence from work due to any of the following reasons is properly chargeable to sick leave:

- a. Illness, disability or injury of the employee. When the employee is incapacitated for duty because of sickness, injury or pregnancy and confinement.
- b. Appointments with doctors, dentists or other professional medical practitioners, including a person who holds a current national certification as a nurse practitioner.
- c. When a member of the employee's family is afflicted with a serious illness, disability, injury or when death occurs. Family is defined as:
 - i. A group of individuals living under one roof and usually, but not always, having a common ancestry and including the employee's spouse;
 - ii. Adoptive, custodial and in-law individuals when residing in the employee's household but excluding persons not otherwise related of the same or opposite sex sharing the same living quarters but not meeting any other criteria for family; or
- d. When treatment by specialists whose services are not available in the local area is required, a reasonable amount of time spent in traveling to the specialist may be charged to sick leave.
- e. Sick leave may be taken in initial increments of one hour and one-half hour increments thereafter.
- f. Employees injured while performing their duties are entitled to apply for benefits under the *Workers' Compensation and Occupational Disease Act*. If such benefits are granted, the employee cannot use sick leave, personal leave or vacation in lieu of *Workers' Compensation*. In the event an injury or illness is not determined to be compensable by the City and later becomes the subject of an award by the Industrial Commission, the employee shall restore to the City the dollar equivalent which duplicates payment received as sick leave days, vacation days or personal days and the employee's sick leave, vacation, and/or personal leave account(s) shall be credited with leave day equivalents.

6. Reporting of Sick Leave

Any employee absence from work chargeable against sick leave shall be reported immediately to the Department Head or his designee as soon as possible before the start of the assigned work period. When absences due to illness are in excess of two (2) consecutive days, such absence will be required to be supported by a doctor's certificate at the discretion of the Department Head. Employees who are absent due to accidents or to surgery must supply a signed doctor's release before they can return to work.

The City reserves the right to require the employee to undergo a fitness for duty examination if there is concern regarding the employee's ability to safely perform the tasks associated with the position.

7. Sick Leave Abuse

Abuse of the sick leave policy may result in non-payment of sick leave benefits and shall be grounds for disciplinary action, up to and including termination of employment. Abuse of sick leave shall include, but not be limited to the following:

- a. Failure to notify supervisor of initial absence, continued absence or condition.
- b. Failure to provide medical documentation as required or requested by a supervisor or Department Head.
- c. Continued pattern of absences, or excessive absences, which place a strain upon the operation of the Department.
- d. Use of sick leave for instances not allowed in the Personnel Policy Manual.

8. Absences without Sick-Leave Availability

If sick leave absence continues beyond the number of sick leave days the employee has earned, consideration will be given to the following:

- a. If eligible, employee will take Family Medical Leave.
- b. Placement on Unpaid Leave of Absence. Refer to Section M of this chapter.
- c. Transfer to Disability Benefits under the appropriate retirement fund.
- d. Termination of employment if employee, as a result of sick leave absence, is no longer able to perform the essential functions of his/her job position (subject at all times to the potential right to receive disability compensation or Family Medical Leave or any applicable state or federal law).

H. Injury Leave – Non-Job Related

In the event an eligible employee is injured off-duty, the employee may apply for disability benefits from the employee's retirement fund.

1. Employees under the Illinois Municipal Retirement Fund (IMRF) must satisfy the eligibility requirements of IMRF.
2. Non-job related disability leave benefits for firefighters and police officers are governed by state law.
3. While on disability, the employee shall not accrue sick leave days, safety days, personal days, or vacation benefits, or be eligible for funeral leave or holidays.

4. Time off taken under non-duty Disability Leave will run concurrently with Family Medical Leave and will count towards the twelve (12) week entitlement described herein.

I. Injury Leave – Job Related

If an employee is injured in the performance of duties for the City, the employee may be eligible for Workers' Compensation benefits as prescribed under the Illinois Workers' Compensation and Occupational Diseases Act.

1. If an employee is injured or becomes ill in connection with, and in the course of their employment, he/she shall report the injury or illness immediately to his/her Department Head who will complete a report and forward to the Safety Committee. Employees who fail to promptly report any injury, illness, or accident or to otherwise cooperate with the City's investigation and documentation of the incident may adversely affect their eligibility for Worker's Compensation or other benefits, and may be subject to corrective counseling action. Injuries or illnesses reported after the day of injury or illness shall be considered to be in violation of this provision.
2. In the event an employee is unable to work due to a job related injury, the employee may receive payment in accordance with applicable state law.
3. When an employee is unable to work due to a work-related injury that employee will be entitled to 2/3rds of their average weekly pay as Total Temporary Disability (TTD) benefits. Any work-related injury that requires an employee to be off work more than three (3) consecutive days will be required to go on FMLA, if eligible, and utilize accrued time for the 1/3 that is not compensated by Workers' Compensation.

If after one year from the date of injury the employee is still unable to return to full duty, the employee will be deemed permanently disabled and their position will no longer be held open. The employee may continue to be eligible for TDD benefits, provided there are unresolved medical problems related to the work related injury.

4. In connection with consideration of a worker's compensation claim, the City or its insurer may require the employee to furnish medical proof or submit to medical examination by a City-selected physician at the City's expense.
5. If an employee is participating in physical therapy, as a result of a work-related injury, during their normal working hours, the employee must return to work when the individual physical therapy session is completed.
6. Employees being released to full duty from a work-related injury may be subject to a Functional Capacity Exam (FCE), by a City-selected physician at the City's expense to assess the ability to effectively perform the essential functions of their position.
7. The Public Employee Disability Act (PEDA) provides that police officers and firefighters receive their full salary for up to one year as opposed to receiving two-thirds ($66\frac{2}{3}\%$) of their salary under the Worker's Compensation Act or the Illinois Pension Code.
 - a. PEDA beneficiaries are not required to expend any accrued vacation time, sick time, or compensatory time;

- b. PEDA benefits are not subject to state or federal income taxes. The City is partially compensated with $66\frac{2}{3}\%$ of the employee's salary through a worker's compensation offset paid by the insurer.
8. Employees participating in the Illinois Municipal Retirement Fund (IMRF) and on a job related disability leave are encouraged to apply to IMRF in order to continue to receive pension service credits while on disability.

J. Military Leave

1. Full-Time Service

Any full-time employee who is ordered to active duty with a unit of the U.S. Armed Forces or Illinois National Guard during military conflict, civil disorder, or natural disaster shall be granted a military leave of absence. The employee may return to City employment to a position equivalent to the position occupied before military leave, if such position is available, so long as combined military absences do not exceed five (5) years.

- a. Employees and their dependents may continue in the group health plan for up to 24 months of service. Employees may be required to pay 102 percent of the full premium for insurance, however, if the employee is on leave for 31 days or less, the employee may not be charged more than the amount he or she would have paid if still employees. Upon reemployment, the employee and his/her dependent may reenter the City's health plan.
- b. Upon release from the military, the employee shall notify the Department Head as soon as possible.

If the military leave is ninety (90) days or less, the employee may be reinstated with the City without loss of seniority and will have accrued other benefits, including vacation, sick, and personal leave as though City service was uninterrupted. The employee's return to work will be governed by the provision of Federal law.

2. Reserve Service

When necessary, and when the employee presents Military Orders for such training and service, an employee who is a member of an officially recognized reserve unit shall be entitled to ten (10) paid work days per twelve-month period of military leave for training with a reserve component of the U.S. Armed Forces, including the National Guard and Coast Guard.

Paid time off shall generally not be provided for attendance at monthly reserve training meetings, however, Department Heads may accommodate employees by permitting requests for vacation or for accrued time-off.

3. Family Military Leave

Spouses and parents of military personnel are eligible for unpaid leave during the time that federal or state deployment is in effect in accordance with the Illinois Family Military Leave Act. During the period of the leave, the employee may continue health insurance benefits at his or her own cost.

K. Jury Duty Leave

Employees will be eligible for jury duty leave upon receipt of a notice to appear in court for such purposes. Employees shall be given necessary time off without loss of pay when performing jury duty. Employees shall be entitled to keep all fees received in connection with performing jury duty in consideration of expenses related to travel, parking, meals, etc.

L. Unpaid Leave of Absence

1. An employee may, upon written request to their Department Head and approval from the City Administrator, be granted an Unpaid Leave of Absence. Request for such leave must be submitted at least 30 days in advance for foreseeable leaves, or as soon as possible. The decision to grant an unpaid leave of absence is at the sole discretion of the City.
2. An Unpaid Leave of Absence will only be granted if the employee is not eligible for Family Medical Leave. The leave will only be considered when it will not adversely affect the operations in the employee's department.
3. An Unpaid Leave of Absence may only be permitted after an employee has exhausted all earned sick time (if applicable to the purpose of the leave), vacation time, comp time, or floating holiday pay.
4. The maximum amount of Unpaid Leave that will be granted with a guarantee of employment reinstatement is thirty (30) working days in a rolling twelve (12) month period, measured backward from the date an employee uses said leave. The employee may request a leave in excess of thirty (30) working days, but if granted the City shall provide no guarantee of reinstatement to the previous position, or continued employment of any nature. The City Administrator shall determine the amount of leave to be granted dependent upon the needs of the City.
5. An Unpaid Leave of Absence, totaling less than ten (10) working days, will have no effect upon seniority, longevity, vacation accrual, sick leave accrual, or any other right or privilege based upon length of service, unless required by law.
6. Benefits shall not accrue, seniority shall not be earned, and salary adjustments will not take place during any unpaid leave of absence in excess of ten working days.
7. Employees on an Unpaid Leave of Absence may be periodically required to report on their status and intent to return to work.
8. An employee may continue to participate in the City's health insurance plan during an Unpaid Leave of Absence, provided arrangements are made in advance for the employee to pay the full cost or prorated premiums during the period of the leave.
9. If an employee fails to return to work upon the expiration of the leave, employment with the City will be terminated.

M. Victims' Economic Security and Safety Act (VESSA)

Subject to the certification requirements outlined in this section, an employee shall be entitled to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period if that employee is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence. The leave may be taken to:

1. Seek medical attention for or recover from physical or psychological injuries;

2. Obtain services from a victim service organization;
3. Obtain psychological or other counseling;
4. Participate in safety planning, temporarily or permanently relocating, or taking other actions to increase safety from future domestic or sexual violence or insure economic security; and/or
5. Seek legal assistance or remedies, including preparing for or participating in any civil or criminal proceeding related to or derived from domestic or sexual violence.

The leave may be taken intermittently or on a reduced work schedule. The employee must provide at least 48-hours advance notice of intention to take leave, unless such notice is not practicable. The City shall not take any action against the employee if an unscheduled absence occurs; provide the employee submits the proper certification as soon as practicable.

Upon taking leave, the employee shall provide to her Department Head a sworn statement including documentation from an employee, agent, or volunteer of a victim services organization, an attorney, or member of the clergy, or a medical or other professional from whom assistance has been sought in addressing domestic or sexual violence; a police or court record; or other corroborating evidence as deemed sufficient by the Employer.

All information provided to the City pursuant to this policy shall remain confidential, except for disclosure requested by the employee or otherwise required by state or federal law.

Upon return from VESSA leave, the employee shall be restored to the position held prior to taking leave or to an equivalent position, and shall retain any employment benefits accrued prior the date on which leave commenced. However, nothing in this policy shall be construed to entitle any restored employee to have accrued any seniority or employment benefits during any period of leave or any right, benefit, or position of employment that the employee would not have received had the leave not been taken. Additionally, the City shall maintain coverage for the employee and family or household member under any group plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. In the event that the employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired and for reasons under than, the continuation, reoccurrence, or onset of domestic or sexual violence, the City may recover from the employee the premium that the City paid for maintaining the level of coverage for the employee.

An employee, who is entitled to take paid or unpaid leave (including family, medical, sick, annual, personal, or similar leave) from employment pursuant to federal, state or local law, the collective bargaining agreement, or the employment benefits program or plan, may elect to substitute any period of leave for an equivalent period of leave provided under this policy. This policy does not provide additional time if the leave is covered by the Family Medical Leave Act.

N. Paid Leave

Paid leave shall be in accordance with Oak Forest City Ordinance 2023-12-1009O effective December 12th, 2023. Employees are entitled to one hour of leave for every 40 hours worked and can be used for any reason. Paid leave will be used in increments of not less than two hours

per day. Paid leave will not be used more than three consecutive working days. The use of leave is to be scheduled at least two (2) days in advance with the Supervisor/Department Head, unless not reasonably possible. Failure by and employee to properly notify their Supervisor/Department Head may be considered as an absence without pay and subject the employee to discipline unless an incapacitating event or circumstance prevents the notification. Accrual of paid leave begins with the first day of employment at the City of Oak Forest and employees are entitled to begin using paid leave 90 days following commencement of their employment. Paid leave earned will be posted at the end of each calendar quarter and reported on the employees' pay stub. Employees must use all paid leave prior to the end of the benefit period or forfeit the unused paid leave. No financial reimbursements will be made to an employee from the City for unused paid leave at the end of the benefit year or upon separation/termination or any other time. This paid leave policy does not apply to full time city employees that are subject to collective bargaining agreements that address paid leave under the terms of the collective bargaining agreements. Unless otherwise provided in a collective bargaining agreement nothing in this policy shall be construed to waive or otherwise limit an employee's right to final compensation for any type of leave promised to be paid under a contract of employment or employment policy and earned by the employee pursuant to the Illinois Wage Payment and Collection Act. If at any time the provisions of 820 ILCS 192/, Paid Leave for All Workers Act, is amended or eliminated for municipal employees, this policy will be null and void.

CHAPTER 6 EMPLOYEE BENEFITS

In addition to the leave benefits outlined in Chapter 5, there are many other fringe benefits available to employees as outlined in this chapter. The benefits outlined in this Section are brief summaries only and are not meant to be all-inclusive. For detailed information about these benefits, the employee may contact their Department Head or the City Administrator. Except where prohibited by law, the City reserves the right, in its sole discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the benefit plans described in this Section. In the event of a conflict between the statements made in this chapter and the provisions of a Plan Document, the Plan Document shall prevail.

A. Health Insurance

1. The City may make medical health insurance coverage available to all full-time employees, which may include dependents as defined in the summary of the health insurance plan document, updated and distributed from time to time by the Human Resources. Such health insurance coverage shall be subject to the terms and limitations of the plan document, as amended from time to time. New employees may be subject to a waiting period as established within the plan document.
2. Full-time employees are eligible for City-provided health insurance subject to the terms of the policy in effect. Coverage terminates at the end of the month in which the employee leaves City employment except when the employee retires, as detailed in provision 5 below.
3. The City reserves the right to institute cost containment measures relative to the insurance coverage at any time, including payment of premiums by employees, or amendments to the coverage or plan document.
4. Eligible employees and their covered dependents may extend group health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) in the event insurance terminates due to separation of employment, reduction of hours, death, divorce or legal separation, disability of Medicare entitlement. See the Human Resources Manager for more information.
5. Retirees may be eligible to convert group health insurance coverage into an individual policy at the retired employee's sole expense. Retirees have the option of continuing coverage in their existing plan, at time of retirement. Retirees are only eligible to switch to a plan they would have been eligible for as an active employee during "open enrollment". If continuation of health insurance is not elected upon retirement, the retiree will not be eligible to pick it up at a later date.
6. For firefighters and police officers who go on "duty disability" the following applies.
 - The City will pay 100% of the premium for the "basic group health insurance plan", known as the City's Blue Cross Blue Shield "Blue Print" HMO health insurance plan", until the age of 65 or Medicare eligible for those individuals who remain in or enroll in the Blue Print HMO.
 - Those individuals who remain in the PPO will be responsible to pay the cost difference between the Blue Print HMO and the Blue Print PPO premium.

B. Dental Insurance

All full-time employees may participate in a group dental insurance program at their sole expense.

C. Vision Insurance

All full-time employees may participate in a group vision insurance program at their sole expense.

D. Employee Assistance Program

The City may offer an Employee Assistance Program (EAP) to provide confidential assessment and counseling services to full- and part-time employees and their immediate family members. The EAP provides employees with a confidential, convenient, no-cost opportunity to resolve personal problems including, but not limited to: marital and family, health, financial, alcohol, drug, legal, emotional, stress, and other matters which may adversely affect employee job performance. The City believes an employee's well-being may also be affected when a member of his immediate family is afflicted with a personal problem. For this reason, we extend this same offer of assistance through the employee to any member of the employee's immediate family, but reserve the right to cancel this program should its continued provision become cost-prohibitive for the City.

For as long as the EAP is offered, initial assessment and, when appropriate, short-term counseling is available at no charge. Employees will be responsible for any additional cost or that which is not covered by insurance. Employees are responsible for coordinating health insurance coverage for long-term counseling or treatment.

Utilization of the program is voluntary and *strictly confidential*. An exception to this guideline is when employees are mandated to access services as a condition of discipline, as an express condition of continued employment, or in any other circumstance where use of the EAP is required by the City. However, participation in an EAP program under these circumstances does not guarantee continued employment with the City.

D. Continuation of Health, Dental and Vision Coverage (Cobra)

Eligible employees and dependents who receive health, dental or vision insurance are eligible to elect to continue to receive health or dental coverage in situations where coverage is otherwise terminated. Continuation of coverage shall be at the sole expense of the former employee, spouse, or dependents. The monthly cost to the employee and eligible dependents for continuing health, dental and vision insurance shall be determined by the City on an annual basis. Employees and eligible dependents participating in the program shall make monthly payments to the City upon receipt of a bill from the City.

1. Employees who are dismissed for reasons other than "gross misconduct," and full-time employees, who are converted to part-time status or leave the City service voluntarily, are eligible to continue health, dental and vision insurance for 18 months on an employee-paid basis.
2. Eligible spouses and dependents may continue their health, dental and vision insurance for 36 months if their coverage would have been terminated for any of the following reasons:
 - a. The death of a covered employee;

- b. A divorce or legal separation from the covered employee;
 - c. The covered employee becomes eligible for Medicare;
 - d. A dependent ceases to meet the health coverage plan's definition of an eligible dependent.
3. If an employee or any covered dependent is determined by the Social Security Administration (SSA) to have been disabled at any time during the first 60 days of the COBRA continuation coverage, the disabled person may elect to extend his or her 18-month period of COBRA for up to 29 months from the date of the qualifying event. Non-disabled family members of the disabled individual who are entitled to COBRA continuation coverage are also entitled to the disability extension. Please note that employees must still notify the City of the SSA disability determination within 60 days after the date of the determination and before the end of the 18-month COBRA continuation coverage.

E. Life Insurance

Full-time employees may be provided group term life insurance by the City program. The City pays the entire employee contribution on behalf of each employee. Life insurance coverage is currently \$50,000 for full-time firefighters and \$75,000 per employee, for all other full-time employees.

F. Retirement and Disability Programs

Employees participate in and the City contributes a varying share towards retirement and disability programs depending on eligibility.

1. Sworn Police and Fire personnel participate in their respective pension funds.
2. Other City employees, who are regularly scheduled to work at least 1,000 hours a year, participate in the Illinois Municipal Retirement Fund (IMRF).
3. Employees may participate in one or more voluntary deferred compensation plans. The City shall maintain a 457 deferred compensation program pursuant to which participating employees are eligible to receive a 50% match of deferred compensation contributions, subject to a maximum annual City contribution of five hundred dollars (\$500).
4. If an employee is unable to return to work at the expiration of one year, the employee shall no longer accrue vacation, sick, floating holiday or any other leave.
5. As required by law, a fixed percentage of an employee's earnings are deducted from each paycheck and deposited with the Social Security Administration. Detailed information on benefits, eligibility requirements and account status is available on the Social Security website at www.ssa.gov.

G. Uniforms

Whenever uniforms or related equipment are provided by a department, an employee shall conform to the departmental rules and regulations applicable to their purchase and use. Firefighters, police officers, and public works employees may be required to wear allotted uniforms/clothing at all times when on the job. Employees are prohibited from wearing City issued clothing for personal use. Employees must immediately report uniforms that do not fit or any uniform loss or damage to their supervisors. Upon separation from the City, the employee is required to return City issued uniforms. Safety equipment shall be worn and/or used as directed.

H. Tuition Reimbursement, Conferences & Training

~~The City recognizes the benefit to the employee and to the City when the employee pursues continued education. Therefore, the City has established a tuition reimbursement policy to encourage continued education.~~

~~Approval of any tuition reimbursement request is conditioned upon the availability of funds in the appropriate department budget and the authorization of the Department Head and City Administrator.~~

1. Eligibility

- a. ~~Full-time employees may be eligible to receive tuition reimbursement. The amount of reimbursement is subject to annual budgetary approval. The eligible employee must sign an agreement to continue employment with the City a minimum of 24 months after completing the class or degree or reimburse the City.~~
- b. ~~Seasonal and part-time employees are eligible for reimbursement of expenses directly related to training, and attendance at conferences and seminars. Seasonal and part-time employees are not eligible for tuition reimbursement.~~

2. Institutions

~~Employees may be required to furnish information about the accreditation of the particular educational institution. It is the City's intent to limit tuition reimbursement to accredited institutions.~~

3. Courses

- a. ~~The program is available for seminars, college classes, and other training that is deemed to be job-related. The course should improve the employee's ability to succeed in his/her job. Programs that award degrees or certificates based solely on "life service" or experience are not eligible for tuition reimbursement.~~
- b. ~~Courses are to be taken on the employee's own time, unless otherwise approved by the Department Head and City Administrator.~~

4. Eligible Expenses

~~Full-time employees may be eligible to receive up to \$5,250 per calendar year for job-related tuition reimbursement. The full amount can be used for reimbursement of college tuition and books. These maximum amounts are exclusive of seminars or other one-time training opportunities that may be approved. Registration and other fees are not reimbursable.~~

~~Employees must remain on the payroll a minimum of 24 months after completion to receive tuition reimbursement. Employees become ineligible for tuition reimbursement under this policy if the employee has received a formal warning within six months of his or her request for approval or the employee is not working at an "above expectations" performance level during the last or current evaluation period.~~

5. Procedure for Approval

- ~~a. An academic course must be approved by the Department Head prior to beginning the course. All courses must enhance the employee's job performance or general fitness for public service. Since approval is contingent upon budget availability, employees are strongly encouraged to notify their Department Head of their desire to participate in the program prior to the submittal of the annual budget.~~
- ~~b. This is a reimbursement program. Though employees are required to gain approval that the course meets the standards of the Tuition Reimbursement Program prior to beginning the course, employees will not receive payment for the course until they have successfully completed the course.~~
- ~~c. Travel expenses, and time for academic courses are the responsibility of the employee.~~
- ~~d. Once the course is completed, the employee should provide to the City Administrator: 1) a completed Tuition Reimbursement Program application, 2) proof of expenses, 3) and either a report card showing that the employee received at least a "C" or "satisfactory" grade for a course, or a certificate of completion.~~
- ~~e. The City may deny requests based on an inability to meet any of the above requirements or due to budgetary constraints.~~
- ~~f. Seminars or other non-academic training may be pre-paid by the City. Conference expenses shall be reimbursed upon submittal of all receipts. Employees shall be reimbursed for meals based upon a per diem schedule of expenses maintained by the Finance Department in accordance with IRS tables.~~
- ~~g. If the employee receiving tuition reimbursement resigns or is terminated for cause at any time within 24 months of reimbursement, the employee must return the full amount of tuition reimbursed to the City.~~

6. Representation of City

~~The City of Oak Forest encourages the professional development of its employees. As representatives of the City, employees should remember that their actions reflect on the City and are expected to display exemplary behavior that reflects positively on the City at all times.~~

H. Tuition Reimbursement

The City recognizes the benefit to the employee and to the City when the employee pursues continued education. Therefore, the City has established a tuition reimbursement policy to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the appropriate department budget and the approval from the respective Department Head.

1. Eligibility

- a. Full-time employees may be eligible to receive tuition reimbursement. The amount of reimbursement is subject to annual budgetary approval. The eligible employee must sign an agreement to continue employment with the City a minimum of 24 months after completing the class or degree or reimburse the City.
- b. Seasonal and part-time employees are not eligible for tuition reimbursement.

2. Institutions

Employees may be required to furnish information about the accreditation of the particular educational institution. It is the City's intent to limit tuition reimbursement to accredited institutions.

3. Courses

- a. Eligible programs are those provided through an accredited college or university to obtain an undergraduate or graduate degree. Classes and programs must be relevant to the employee's job responsibilities and/or provide skills that will contribute to the City's goals or resource needs.
- b. Courses are to be taken on the employee's own time, unless otherwise approved by the Department Head and City Administrator.

4. Eligible Expenses

Full-time employees eligible for this program will be reimbursed for the full amount of college tuition, books, and applicable fee's.

Employees must remain on the payroll a minimum of 24 months after completion to receive tuition reimbursement. Employees become ineligible for tuition reimbursement under this policy if the employee has received a formal warning within six months of his or her request for approval or the employee is not working at an "above expectations" performance level during the last or current evaluation period.

5. Procedure for Approval

- a. A tuition reimbursement program application must be completed by the employee and submitted to their department head prior to the beginning of the course. Since approval is contingent upon budget availability, employees are strongly encouraged to notify their Department Head of their desire to participate in the program prior to the submittal of the annual budget.
- b. Travel expenses, and time for academic courses are the responsibility of the employee.
- c. The City may deny requests based on an inability to meet any of the requirements or due to budgetary constraints.
- d. Once the employee earns a passing grade, they must complete a City Expense Form requesting the reimbursement. The employee must provide proof of payment for the class as well as proof of passing grade with the submission of the City Expense Form.
- e. The employee submits the City Expense Form, reflecting the requested reimbursement amount, to their department head for approval. Once approved by the department head, the expense reimbursement is sent to accounts payable for processing of the reimbursement. Reimbursement is contingent on continuously maintaining "meets expectation" on annual evaluations and full-time job performance.

- f. If the employee receiving tuition reimbursement resigns or is terminated for cause at any time within 24 months of reimbursement, the employee must return the full amount of tuition reimbursed to the City.

6. Representation of City

The City of Oak Forest encourages the professional development of its employees. As representatives of the City, employees should remember that their actions reflect on the City and are expected to display exemplary behavior that reflects positively on the City at all times.

7. Other

All other specialized training provided through seminars, conferences or in-service training are not subject to the Tuition Reimbursement Program and will be addressed through individual department requirements and requests to those respective department heads. Seminars or other non-academic training may be pre-paid by the City. Conference expenses shall be reimbursed upon submittal of all receipts. Employees shall be reimbursed for meals based upon a per diem schedule of expenses maintained by the Finance Department in accordance with IRS tables.

I. Health Reimbursement Account

The City may reimburse any full-time employee or their dependents for expenses associated with medical, dental and/or optical care. A list of eligible expenses may be obtained from the Employee Benefits Corp (EBC).

This benefit shall apply to eligible employees and their dependents. This benefit may not be used for premiums.

CHAPTER 7 EMPLOYEE PERFORMANCE EVALUATIONS

A. Purpose

The job performance of all employees shall be evaluated by the Department Head or Supervisor on an annual basis for the general purpose of providing constructive feedback on the employee's performance over the past year and to determine the appropriate merit increase for non-union employees. Merit increases will be recommended for approval based on the guidelines set forth in the Compensation Plan. Such evaluation shall be in writing and made part of the employee's personnel file.

B. Uses

1. By the employee
 - a. As an opportunity to discuss employee development and training needs.
 - b. As a record of past performance.
 - c. As an opportunity to objectively discuss, with the supervisor, expectations, personal performance, goals, and methods of improvement.
 - d. As a means of providing the supervisor with input pertaining to supervisory practices.
2. By the supervisor
 - a. As a consistent method of evaluating and discussing what is expected of an employee, and a means of encouraging the achievement of personal and City goals.
 - b. As a method of determining merit salary increases annually on the employee's employment anniversary date.
 - c. As a constructive guide outlining how the supervisor views the employee's performance over the past year.
 - d. As a means of obtaining input from the employee pertaining to supervisory and management style.
3. By the City
 - a. As a means of indicating successful completion of the probationary period.
 - b. To provide a record for retention and/or promotion of employees whose services warrant it.
 - c. As a means of encouraging open dialogue between supervisors and employees.

C. Evaluation Procedure

Formal performance evaluations shall be conducted on an annual basis, prior to May 1, on forms approved by the City Administrator. Additional evaluations may be performed before the next annual review if necessary.

1. Non-union employees

- a. If the employee does not receive at least a “meets expectations” the employee will not be eligible for a “merit” increase. Guidelines for increases will be determined each April for a May 1 effective date.
- b. Once the formal evaluation has been completed, the Department Head or supervisor should consult with the employee in private to review the results of the evaluation.
- c. After reviewing the evaluation with the Department Head or supervisor, the employee shall sign the evaluation form to acknowledge that he or she has reviewed it, and the form should be directed to Human Resources for inclusion into the employee’s personnel file. If an employee disagrees with any portion of the evaluation, the employee is encouraged to provide rebuttal comments outlining the specific disagreement. If an agreement cannot be reached, the employee may request a meeting with the City Administrator. The decision of the City Administrator shall be final.

CHAPTER 8 CORRECTIVE COUNSELING AND GRIEVANCE PROCEDURE

A. Corrective Counseling

The steps listed below will serve to guide corrective counseling actions. If a conflict occurs between this section and the rules and regulations of the Fire & Police Commission, Civil Service Commission or any labor or collective bargaining agreement, the latter shall take precedence.

Although not required or guaranteed, some forms of progressive discipline may be deemed appropriate by the City. Employees may be dismissed, however, after a progressive disciplinary action has not changed any substandard employee performance or misconduct. Notwithstanding the City’s option to use progressive discipline, the City may, in its sole discretion, forego lesser forms of discipline at any time and proceed immediately with dismissal.

1. Employee Corrective Counseling

When a less formal means of handling a disciplinary incident is warranted, the supervisor may consult with the employee in a corrective counseling session. The session is intended to make the employee aware of a situation, discuss the performance or conduct which is unacceptable and which could result in further action if continued or repeated. The supervisor will make a record of the corrective counseling session, which shall be placed in the employee’s personnel file.

2. Written Warning

When a more formal means of handling a disciplinary incident is warranted more than corrective counseling, a written warning will be issued. The supervisor will meet with the employee and inform the employee of the action taken and expected employee behavior modification. A copy shall be placed in the employee’s personnel file.

3. Suspension

An employee may be suspended without pay for an egregious or persistent violation of policy, procedure, or accepted practice by the Department Head with the approval of the City Administrator. There may be circumstances where an employee may be suspended even if the employee has not received a prior warning. The length of the suspension will be determined by the severity of the violation.

The Department Head has the authority to suspend an employee for a period no longer than ten (10) work days. The Department Head will prepare a letter outlining the reasons for the suspension for review by Human Resources. The letter will be reviewed with the employee during a meeting, and will be placed in the employee's personnel file. The City Administrator shall have the authority to suspend an employee for a period greater than ten (10) days when warranted.

5. Dismissal

Dismissal of the City Administrator or Department Heads shall be authorized by the Mayor. Dismissal of part-time and seasonal employees shall be authorized by the City Administrator. Dismissal may result from an egregious or persistent violation of policy, procedure, or accepted practice. An employee may be subject to dismissal even if the employee has not received a prior warning.

6. Reasons for Disciplinary Action

Evidence of the following may result in disciplinary action, up to and including termination of employment:

- a. Documented failure to meet standards of work and job expectations, as determined by formal and informal evaluation.
- b. Possession, use, or exhibition of behavior indicative of being under the influence of alcohol, controlled substance, or narcotics while performing duties for the City.
- c. Theft or unauthorized possession of City property, misuse of City time, or theft of property of a City employee or resident.
- d. Insubordination to superiors or a serious breach of discipline.
- e. Unauthorized disclosure of confidential information.
- f. ~~Illegal, immoral, or indecent conduct.~~
- g. Unauthorized absences, excessive absenteeism, abuse of workers compensation leave, or abuse of leave privileges.
- h. Taking for personal use a fee, gift, or other valuable item during the course of the employee's work or in connection with such work.
- i. Failure to immediately report accidents or injuries.
- j. Falsification of City records or employment application materials.
- k. Use of official position for personal, or non-City advantage.
- l. Engaging in any act which endangers the safety, health, well-being of another person, or which is of sufficient magnitude that the consequences cause or act to cause disruption of work.

- m. Actions or failures to act, which bring gross discredit to the City.
- n. Failure to follow written or established safety guidelines and procedures.
- o. ~~Inability to perform job duties.~~

p. Conduct and Behavior (Unbecoming Conduct)

Employees, whether on duty or off duty, shall follow ordinary and reasonable rules of good conduct and behavior and shall not commit any act in an official or private capacity tending to bring reproach, discredit, or embarrassment to their profession of the City. Employees shall follow established procedures in carrying out their duties as employees of the City and shall at all times use sound judgement.

q. Adherence to City Directives

Employees shall comply with the provisions of the City of Oak Forest Personnel Policies Manual, procedures and directives of the City of Oak Forest.

r. Responsibility to Respect the Rights of Others

Employees shall be courteous to the public and to other employees. Employees shall be tactful in the performance of their duties, control their emotions, exercise the utmost patience and discretions, and shall not engage in argumentative discussion of their duties, employees shall not use coarse, violent, profane or insolent language or gestures, and shall not express prejudice concerning race, religion, politics, national origin, lifestyle, or similar personal characteristics.

s. Conduct Toward Fellow Employees

Employees shall conduct themselves in a manner that will foster cooperation among members of the City, showing respect, courtesy, and professionalism in their dealing with one another. Employees shall not use language or engage in acts that demean, harass, or intimidate others persons.

t. Performance of Duty

Employees shall be properly equipped and attentive to their duties at all times and shall perform all duties assigned to them. Employees shall maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. Employees shall perform in a manner which will maintain the highest standards of efficiency in carrying out the function and objectives of the City. Employees shall perform the responsibilities assigned to them in their job description

B. Grievances

The employee may appeal disciplinary action or other personnel related differences in writing to their immediate supervisor. The appeal or "grievance" must be made within seven (7) calendar days from occurrence of the event giving rise to the grievance or seven (7) calendar days from the date the event should have been known to the employee, whichever occurs later. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance. A grievance

shall be defined as a difference between the employee and the City with respect to the interpretation or application of City policy or procedure.

C. Grievance Procedure

It is the desire of the City to resolve grievances informally, and both supervisors and employees are encouraged to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances that will be resolved only after a formal appeal and review. Accordingly, the following procedure is established.

1. The immediate supervisor and/or Department Head shall arrange for such an interview with the grievant within seven (7) calendar days of receiving the grievance, at which time the situation will be discussed and a resolution attempted. In the absence of the Supervisor, the employee should discuss the matter with the Department Head.
2. The immediate supervisor and/or Department Head shall answer the grievance and transmit the answer to the employee within seven (7) calendar days after the meeting.
3. If a satisfactory solution cannot be obtained by the Supervisor and/or Department Head, the employee may appeal the matter, in writing, to the City Administrator. The written appeal must be filed to the City Administrator within seven (7) calendar days from the initial grievance meeting.
4. The City Administrator will schedule a meeting with the grievant within seven (7) calendar days and shall render an answer in writing to all parties involved within seven (7) calendar days of the meeting. The City Administrator's decision is final.

The City's failure to strictly adhere to the grievance timeline shall have no effect on the validity of its grievance decision.

An employee who has filed a grievance cannot refuse to work while the grievance is being settled. The failure of an employee to advance the grievance between steps within the time period allotted concludes the grievance procedure. If a decision is not rendered by the applicable deadline dates, the grievance shall be considered denied. The employee may seek to move the grievance to the next step.

CHAPTER 9 ADMINISTRATIVE POLICIES

A. Absence from Work

When an employee is absent from work without authorization, the employee will not be paid for this period and will be subject to disciplinary action, up to and including termination of employment. An employee who is absent from work for three (3) consecutive days without authorized leave shall be deemed to have resigned.

B. Employee Contact Information

All city employees are responsible for providing and maintaining current contact information including address and telephone number with the Human Resources Department.

C. Nursing Mother Policy

The City of Oak Forest will provide reasonable unpaid break time each work day to an employee who needs to express breast milk for her infant child. Break time must, if possible, run concurrently with any break time already provided to the employee. A private room (other than a restroom) will be made available to the employee to use for this purpose.

D. Testifying In Court

Employees who must be absent from work in order to testify before a state, county or federal court in a pending court case are required to report such action to the City Administrator prior to the court date as soon as notification of the suit or subpoena is received.

E. Drug/Alcohol Free Workplace

The purpose of this policy is to provide a safe work environment and to prevent accidents and casualties caused by employees under the influence of drugs or alcohol. As such, the City adheres to the Drug Free Workplace Act, 41 U.S.C. §701, et seq., as amended.

1. Possession/Use of Controlled Substances

The manufacture, distribution, possession, or use of any controlled substance while on duty is strictly prohibited and shall constitute a willful and deliberate violation of the City's policies and will be subject to immediate disciplinary action, including termination. For the purposes of this policy, drugs shall be defined as: any drug which is not legally obtainable, or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescription dosages. Employees may only take prescription drugs that have been prescribed in their name. Taking someone else's prescription medication is illegal.

2. Possession/Use of Alcohol

At no point during work hours shall an employee's blood alcohol level exceed the legal limits as established by CDL guidelines – .04% Blood Alcohol Content (BAC) level. The observed use of alcohol or effects of such use, by the employee during normal working hours shall constitute a deliberate and willful violation of the City's policies and may result in disciplinary action, including termination. Employees who are found to exceed the legal alcohol limits while working shall be subject to the range of consequences outlined below. Employees who possess a CDL license are also subject to federal guidelines that govern CDL drug and alcohol testing and penalties for violations.

3. Nature of Drug Testing

The City may conduct the following types of drug testing: (1) Pre-employment testing; (2) Random testing of employees with Commercial Drivers Licenses; (3) Reasonable suspicion testing; (4) Accident or unsafe practice testing where reasonable suspicion exists; (5) Voluntary testing, and (6) Testing as part of or as a follow-up to counseling or rehabilitation.

4. Procedures

The testing shall be conducted at an appropriate medical facility contracted by the City. Every reasonable effort shall be made to keep all test results confidential among the City, the employee and the testing facility.

An employee's refusal to (1) sign a consent request for the drug or alcohol test and/or (2) take the required test shall constitute a willful and deliberate violation of the City's policies and may result in disciplinary action, including termination.

5. Positive Test

For purposes of this policy, a "positive" test means that any level of alcohol or drugs has been detected by the test.

6. Consequences

If an employee has tested positive for drugs and/or alcohol, the City may, in its sole discretion:

- a. Take appropriate disciplinary action, up to and including termination, or
- b. Refer the employee to the City's EAP program. Such an employee may be required to participate in, and successfully complete a treatment program as a further condition of employment. The employee may be required to provide a release of information to the City or progress reports on treatment. Failure to comply with any of the recommended treatment conditions shall constitute a willful and deliberate violation of the City's policies.

F. Employee Conduct – Harassment Prohibited

It is the policy of the City of Oak Forest that the work environment should be healthy, productive, and friendly. In keeping with this commitment, the City strictly prohibits harassment of any City employees by anyone, including any supervisor, co-worker, vendor, citizen, or elected official of the City or any third party.

Employees, whether on duty or off duty, shall follow ordinary and reasonable rules of good conduct and behavior and shall not commit any act in an official or private capacity tending to bring reproach, discredit, or embarrassment to their profession or the City. Employees shall follow established procedures in carrying out their duties as employees of the City and shall at all times use sound judgment.

In addition, employees shall be courteous to the public and to other employees. Employees shall be tactful in the performance of their duties, control their emotions, exercise the utmost patience and discretion, and shall not engage in argumentative discussion of their duties. They shall not use coarse, violent, profane or insolent language or gestures, and shall not express prejudice concerning race, religion, politics, national origin, lifestyle, or similar personal characteristics.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, sexual orientation, color, race, religion, national origin, sexual orientation, age, physical or mental disability or any other protected group status. The City will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with any individual's work performance, or that creates an intimidating, hostile, or offensive working environment for any employee.

Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical or visual conduct of a sexual nature when (1) submission to the conduct is made either implicitly or explicitly a condition of the individual's employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or (3) the harassment has the purpose or effect of interfering with the employee's work performance or creating an environment that is intimidating, hostile or offensive to the employee.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her protected characteristic and that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment, (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business related social events.

All City employees are responsible to help assure that harassment is avoided. Any employee of the City who feels that he/she has experienced or witnessed harassment is to notify the City according to the complaint procedure set forth in this policy. The City forbids retaliation against any person for reporting or complaining about a violation of this policy or for cooperating in any investigation pursuant to this policy or for filing a complaint of harassment, assisting in making a harassment complaint, or cooperating in any harassment investigation. Any such retaliation will be considered a violation of this policy. If any employee feels that he/she has been retaliated against, he/she is to notify the City in accordance with the complaint procedure.

G. Harassment Complaint Procedure

The City strongly encourages the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. It is the City's policy to investigate all complaints of harassment thoroughly and promptly. Any employee who experiences or witnesses harassment or retaliation should notify his/her immediate Supervisor, Department Head, City Administrator, or the Mayor in the event that the City Administrator is the accused harasser. If the employee feels more comfortable discussing these issues with any other supervisor or Department Head, the employee may do so provided that they work upwards in the chain of command. If that process occurs, it shall be the responsibility of that Supervisor or Department Head to bring the matter to the attention of the City Administrator immediately. A complaint of harassment may also be formally filed in accordance with the grievance procedure contained in this manual.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and request that it be discontinued. Employees who witness or experience harassment of any kind should clearly communicate that the behavior is unwelcome to the offending person and report the incident to a supervisor or department head.

The reported allegations of harassment, discrimination or retaliation will be promptly investigated by the City. While the City will make every reasonable effort to conduct the investigation confidentially, absolute confidentiality cannot be guaranteed. Employees must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination.

If the City concludes that this policy has been violated, it shall take prompt corrective action reasonable designed to end the violation and to prevent any further violations from occurring. Such corrective action may include disciplinary sanctions, up to and including termination of employment.

After the City has completed its investigation or review and determined whether or not this policy has been violated, it will advise the complaining party of the results of the investigation or review.

To the fullest extent possible, the City will keep complaints and the terms of their resolution confidential. If an investigation confirms that a violation of the policy has occurred, the City will take corrective action, including corrective counseling up to and including discharge, as appropriate.

H. Fitness and Appearance for Work

Employees are expected to be well groomed and dressed in a manner that is suitable to their responsibilities and position. Whenever uniforms or related equipment, including safety equipment, are provided and required, the employee shall conform to the departmental rules and regulations applicable to their purchase and use. Failure to follow this policy may result in disciplinary action, up to and including termination of employment.

I. Vehicle Operation

1. Employees are required to operate vehicles within the law and in accordance with City of Oak Forest policy. City vehicles and equipment may only be used for authorized City purposes.

Any employee whose position requires that he/she operates city vehicles, private vehicles at city expense, and/or mobile equipment must have valid drivers or operator's license or special permit in the correct classification for the type of equipment operated.

2. Private vehicles that are paid for by the City can only be used for City business, commuting to and from work or de Minims personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home). Personal use of a vehicle is all use that isn't for your trade or business.

Personal use of vehicles is a taxable fringe benefit. The city uses the commuting rule to compute the value of the benefit provided to the employee. Under this rule, the value of a vehicle provided to an employee for commuting use is determined by multiplying each one-way commute (that is, from home to work or from work to home) by \$1.50. This amount must be included in the employee's wages or reimbursed by the employee.

3. The employee shall immediately notify, in writing, his/her department head if his/her license becomes invalid, suspended, revoked or lost. This information will be forwarded to the Human Resources Manager and City Administrator. Failure to report the above information could result in disciplinary action, up to and including termination of employment.
4. Employees whose positions and job duties require a valid and properly classified driver's license shall not be allowed to operate City vehicles or equipment without a proper license. To the extent possible, employees will be reassigned temporary job duties until such licensing is obtained.
5. Safety is of paramount importance to the City. Thus, City vehicles and equipment that is assigned, authorized or permitted to be used must be operated to conform to the height of standards of safety. Employees are responsible for the proper operation, care and conservation of City vehicles and equipment used in carrying out assigned duties. Loss, damages or theft of City property should be reported at once. Negligence in the care and use of City vehicles and property may be considered grounds for discipline, up to and including termination.

J. Personal Mail

Use of City letterhead, postage, and envelopes for personal mail is prohibited.

K. Political Activity

The City respects the rights of each employee to hold his or her own political beliefs and to discuss matters of public concern. However, employees shall restrict their political campaign activities to non-working time and lunch hours, and shall not be in any uniform or wear any clothing, which identifies the individual as an employee of the City while engaging in political campaign activities. Employees engaged in political activity shall not represent that such activity is on behalf of the City or otherwise represent themselves as agents of the City. City facilities, equipment, and property shall not be used to advance political campaigns. Employees observing such activity or asked to participate in such activity are encouraged to immediately report the conduct to his or her supervisor and/or department head. Examples of prohibited activity shall include, but not be limited to, the following:

1. Displaying campaign stickers or signs on City vehicles or other City property;

2. Wearing campaign or candidate references while performing work for the City;
3. Providing endorsements of political candidates indicating or otherwise mentioning the employee's affiliation with the City;
4. Displaying campaign signs on one's own real property where in the course of employment vehicles marked as belonging to the City are parked; and
5. The use of City time or resources for any campaign related purpose.

L. Personnel File

1. The employee's official personnel file is located in the City Clerk's Office. Employee medical and benefit information shall be maintained in a separate file.
2. The City adheres to the Illinois Personnel Records Review Act, 820 ILCS 40 et seq. Employees can inspect their personnel file up to two times annually upon written request to the City Administrator or Human Resources Manager. The City Administrator and Human Resources Manager will determine an acceptable place and time when access to the employee's personnel file will be provided.
3. The City adheres to the Freedom of Information Act with respect to disclosure to third persons of records in employee personnel files. The City will only release the following information from the employee's personnel file to outside third parties: position title, salary confirmation, and dates of employment, except under the following circumstances:
 - a. When the employee has authorized, in writing, the release of information; or
 - b. When the City is legally obligated to provide the information; or
 - c. When the information is needed to provide information to agencies that are or may be providing health benefits to employees.

M. Limited Duty

1. Any employee who suffers an injury either while at work or off duty is encouraged to return to work in a capacity that is compatible with their physical capabilities.
2. The City is not obligated to provide a Limited Duty assignment. An employee will be assigned Limited Duty only if such work is available and if the employee is capable of performing such work. The term of a limited duty assignment shall not exceed thirty (30) calendar days in duration. Limited Duty assignments beyond thirty (30) calendar days will be at the discretion of the City Administrator.
3. Past Limited Duty assignments will not influence current requests for a Limited Duty assignment.
4. An employee determined to be eligible for Limited Duty shall furnish the City Administrator with a written release from his/her physician allowing him/her to perform Limited Duty, specifying the following:
 - a. The exact nature of work that the employee can and cannot perform;
 - b. The date of the next scheduled re-examination to determine any change in the employee's physical status.
5. The employee must provide written authorization from his/her treating physician before returning to regular duty.

6. The Department Head will determine if a Limited Duty assignment is available. The following guidelines will be addressed:
 - a. A duty or position will not be created for any specific employee.
 - b. The assignment will entail meaningful work, which contributes to the mission of the City.
 - c. No employee will be moved from his or her regular job to allow an injured employee to participate in Limited Duty. Those employees who are assigned limited duty will not be removed from duty so that another employee can fill the limited duty position, so long as the employee filling the limited duty position continues to meet the requirements of the policy guidelines.
 - d. When the employee's department cannot find suitable work and an employee is deemed eligible for limited duty, the City reserves the right to make an assignment in another City department.
 - e. An employee will be given an assignment consistent with physical restrictions.
 - f. Department Heads may restrict employees from overtime assignments while on Limited Duty.
 - g. Limited Duty work will be compensated at the current pay rate of the injured employee.
7. The Department Head will monitor the progress of the injured employee on a weekly basis. The weekly evaluation will determine whether assigned tasks are being completed in a satisfactory manner, and will monitor compliance with the physician's outlined restrictions.
8. If an employee's condition does not improve beyond a Limited Duty assignment, or if a Limited Duty assignment is not available or is initially available but later becomes unavailable, the employee shall proceed with application for either temporary or permanent disability. In no event shall the City be obligated to continue employment of any employee whose condition does not allow a return to normal duty or who is incapable of performing Limited Duty, or for whom no Limited Duty assignment is available.
9. Rejection of Limited Duty – Refusal of a limited duty assignment may result in disciplinary action, up to and including termination of employment.

N. Secondary Employment

No full-time employee of the City may engage in employment outside of the City unless approved by the Department Head. The Department Head shall determine whether a part-time or full-time employee's outside employment may cause a conflict of interest or adversely affect the employee's ability to perform his/her duties.

O. Tobacco Use and Smoke Free Workplace

In order to maintain a healthful environment for employees and members of the public transacting business in City facilities, to maintain the cleanliness of City facilities and vehicles, and to present a professional and business-like appearance to members of the public, use of tobacco products inside City vehicles and facilities is not permitted. Smoking outdoors or in other approved areas while on an authorized break period is permitted.

P. Vehicle Travel Reimbursement

On occasion, an employee may use their personal vehicle for City related travel. Reimbursement for all transportation related expenses shall be limited to the mileage rate as determine by the IRS.

Q. Use of City Telephones

Employees shall limit their use of City telephones to the conduct of City business. A limited number of calls for personal reasons may be allowed, within reasonable limits, as determined by the Department Head. Long distance calls for personal reasons may be made only with the prior approval of the Department Head and at the employee's expense.

R. Record Retention Policy

The Illinois Local Records Act prohibits a public entity from destroying public records without first receiving approval from the Local Records Commission. The Local Records Act defines a public record as "any book, paper, map, photograph, born digital electronic material, digitized electronic material, electronic material with a combination of digitized and born-digital material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connection with the transaction of public business and preserved or appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein." 50 ILCS 205/2. A public record may take the form of an electronic record, including but not limited to, emails (and/or attachments thereto), text messages or other electronic data. In order to ensure compliance with the Local Records Act, employees are prohibited from altering, destroying or deleting public records unless and until appropriate approval has been received from the Local Records Commission. Any question with respect to this policy should be directed to the (e.g. the Clerk, the Human Resources Manager, the City Administrator).

S. Use of City Vehicles, Equipment Supplies or Tools

1. City vehicles, equipment, supplies and tools shall not be used for an employee's personal use. Improper use shall be grounds for disciplinary action, up to and including termination.
2. All City vehicles must display the City emblem, specifying the correct department, no smaller than 19.5" by 13" tall.
2. All drivers must be at least 18 years of age and authorized to drive for work purposes.
3. The City of Oak Forest reserves the right to review both the driver's license and MVR of all authorized drivers at any time.
 - a. For positions, which require driving as an essential function, applicants will receive a conditional offer of employment, contingent upon the results of the MVR review.
4. No City-owned vehicles or equipment shall be taken home by any employee unless specifically authorized in writing by the Department Head and City Administrator. Such vehicle or equipment usage shall be subject to written City policy.

5. It is the employees' responsibility to operate the vehicle in a safe manner to prevent injuries and property damage.
6. All drivers must have a valid driver's license for the type of vehicle to be operated, and must keep the license(s) with them at all time while driving. All CDL drivers must comply with all applicable D.O.T. Regulations, including successful completion of medical, drug, and alcohol evaluations.
7. All drivers and passengers must wear seat belts.
8. Employees must report all accidents, regardless of severity, to the police and to the City of Oak Forest. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including termination.
 - a. Authorized drivers are prohibited from reading or typing text messages, emails or posts of any type while driving. The only exception to this rule is for Police officers, who are allowed to use their cell phone for business related matters only, while driving. Otherwise, police officers must adhere to this policy. Phone use is also prohibited, unless a hands free device is used. All phone use is prohibited in school zones and construction zone regardless of whether a hands-free device is used. Authorized drivers are prohibited from surfing the internet or reviewing websites or posting on social media or other websites while driving. Authorized drivers are prohibited from taking or posting photos while driving. Distracted driving of any type is prohibited.
 - b. It is the responsibility of all authorized drivers to report the loss, bond issuance, suspension and/or revocation of his/her driver's license immediately to their department head.
 - c. All traffic violations (including parking tickets), citations and fines incurred when driving for work purposes are the sole responsibility of the authorized driver.
 - d. Driving for work purposes while under the influence of intoxicants or other illicit drugs is forbidden and is sufficient cause for discipline, including termination.
 - e. Authorized drivers who perform safety sensitive functions must inform their department head if taking any medications that may affect their ability to safely operate an automobile.
9. Drivers are responsible for the care and conservation of vehicles, equipment, supplies, and tools and are required to report damage or loss of same to their supervisor as soon as possible.
10. When using City vehicles, employees must keep in mind that they are representatives of the City of Oak Forest and that their conduct in adhering to the rules of safety and courtesy on the road is a reflection on the entire organization. Failure to operate City vehicles or equipment properly shall be grounds for disciplinary action, up to and including termination.
11. Seat belt use in accordance with State law is required by all occupants of City vehicles.

T. Use of Workout Facilities

Full and part-time employees and elected officials are eligible to use the equipment in the fitness room during non-working hours. Employees must sign a waiver holding harmless the City of Oak Forest for any injury or accident that may occur while using the fitness room. Use of the fitness room shall be on the employee's off-duty time, and employees must use the fitness room in a responsible manner and in the manner intended. The City may revoke fitness room access to individuals who behave unsafely, irresponsibly, or otherwise violate the guidelines of this policy or the signed waiver.

U. Workplace Violence

It is the objective of the City to ensure the safety and well-being of its workforce and the persons with whom the City does business. Therefore, the City has established a zero tolerance policy for any violent acts or threats directed by or towards any City employee, or by a City employee towards any other individual.

Violence in the workplace includes but is not limited to:

1. Any physical behavior that involves aggressive physical contact with any other person, including pushing, hitting, fighting, throwing objects, or otherwise intentionally injuring another person or attempting to injure another person;
2. Any physical behavior that would place a reasonable person in fear or receiving imminent physical injury or other aggressive physical contact of the sort described above;
3. Verbal behavior which involves threatening physical harm, either directly or implicitly, against any person; and
4. Any act of vandalism or other intentional damage or destruction of City or private property.

Workplace violence also includes instances where such acts or threats are made against an employee by a non-employee.

Employees, who become aware of any threat of workplace violence whether by an employee, or non-employee, are obligated to immediately report such action to the employee's supervisor. The employee shall report the information directly to the Department Head, or City Administrator. Employees may go to the Mayor if they feel the City Administrator is a perpetrator. Employees should not confront the person against whom their complaint is lodged.

Violations of this policy may result in disciplinary action up to and including immediate discharge. Employees should also understand that such behavior may result in criminal prosecution.

Where an employee reasonably and in good faith opposes or reports any workplace violence, or testifies, assists, or participates in an investigation or hearing concerning allegations of threats of violence, no person or group of persons may retaliate against the employee. Retaliation includes any act of harassment, verbal abuse, verbal threats, or any other additional act of workplace violence. Retaliation will also be considered a violation of this policy, and may result in disciplinary action up to and including immediate discharge.

V. Workplace Safety

1. Safety Responsibility

It is the responsibility of all employees to assure that all safety rules and regulations of the City are followed. All employees are required to perform all work in a safe manner and in accordance with the policies and procedures established in the City Safety Manual.

2. Reporting Safety Concerns

Employees who do not work in a safe manner or follow the policies of the City Safety Manual shall be subject to disciplinary action, including discharge. All employees shall also be responsible for reporting unsafe equipment or unsafe conditions which warrant action by supervisory personnel. Such reporting shall be via written notice.

3. Reporting Accidents or Injuries

Employees who are injured on the job or who are involved in a workplace accident are required to immediately report the accident to their immediate supervisor. In no instance shall such report be later than the completion of the work period in which the accident or injury occurred.

All departments shall post the location of the City's approved and recommended health care facility, and all attempts shall be made to transfer employees in need of medical attention to that health care facility. The Supervisor and employee must fill out the appropriate accident/injury reports as required.

W. Fundraising and Solicitation

City employees shall not participate in any fundraising or solicitation activities directed to members of the public, city vendors, local businesses or other outside parties while on duty. This will include not only political activities, but also fundraising for community causes, organizations or professional associations.

X. Ethics Ordinance and Gift Ban Act

Employees will at all times adhere to the rules and regulations promulgated in City of Oak Forest Ordinance No 2008-01-0148O entitled 'An Ordinance repealing Chapters 2.24, 2.26 and 2.42 of the City of Oak Forest Code of Ordinances in their entirety and replacing said chapters with newly revised Chapter 2.24.'

Ordinance No. 2008-01-0148O is attached as Exhibit C

CHAPTER 10 INFORMATION SYSTEMS POLICIES

A. Electronic Mail – Use of

The following policy applies to employee use of internal and external electronic mail (e-mail). Employees should be aware that use of e-mail messages will be treated no differently than other City correspondence, and may be accessed, reviewed, copied, deleted, or disclosed to the extent permitted by law. Employees have no reasonable expectation of privacy with respect to any electronic mail or other computer or electronic means of communication, whether or not the employee has a private access or entry code. Employees are required to sign a consent form, a copy of which is included in this Policy Manual.

1. The use of e-mail is for City-related purposes. All communication and information transmitted by, received from, or stored in this system are City records and property of the City.
2. Following are examples of improper uses of e-mail:
 - a. Forwarding confidential internal e-mail outside of the City's organization unless for a City purpose.
 - b. Adopting or appropriating the identity of another person on any e-mail message, attempting to send e-mail anonymously, or using another person's password.
 - c. Composing e-mail which contains any information or message which is a violation of the City's personnel policies, including but not limited to those on racial, sexual, or other forms of harassment, or on workplace violence.
 - d. Sending or receiving copyrighted documents or electronic software in violation of applicable copyright laws.
 - e. Sending or receiving material related to personal commercial activity.
 - f. Sending false information, or information which does not reflect the policies or position of the City.
 - g. Downloading offensive or illegal material.
3. Improper e-mail use may result in losing access to internet privileges and corrective counseling.

Violations of this policy may result in disciplinary action, including termination.

B. Internal Electronic Mail – Confidential Information

Illinois law requires that all employees protect the integrity of the City's confidential information, as well as the privacy of others. Employees must exercise a greater degree of caution in transmitting any confidential information on the e-mail system than with other communications means because of the reduced effort required to redistribute such information. Confidential information should never be transmitted or forwarded to other employees who do not have a business need to know the information. Employees should avoid inadvertently sending confidential information to an improper receiver by avoiding the misuse of distribution lists when sending information and by making sure that any distribution lists used are current. Employees are prohibited from transferring confidential information to persons outside of the City organization, without first obtaining approval from the employee's Department Head.

Since e-mail may be placed in back-up or other systems not under the employee's control, and may be accessed by employees without a business need to know the information, employees should keep in mind that e-mail may be inappropriate for communicating certain types of confidential information.

C. Electronic Mail, Voice Mail, and Data System Access

All electronic systems, hardware, software, temporary or permanent files, and any related systems or devices used in the transmission, receipt, or storage of voice mail, e-mail, or any other communications system are the property of the City. E-mail and voice mail messages, along with all other stored data of any type, are considered to be public records under state law, are City property, and may be retrieved from storage even though they have been deleted by the sender and receiver. The City, in its discretion, as owner of the e-mail, voice mail and data system, reserves and may exercise the right to monitor, access, retrieve and delete any matter stored in, created, received, or sent for any reason, and without the permission of any employee.

D. Internet Use

1. Personal use of the Internet during work hours shall not be permitted. The City acknowledges the fact that personal use of the internet may occur during authorized break, lunch or non-duty periods (during a fire shift). In all instances Internet use involving City property and systems must be in compliance with all applicable State and Federal laws, and the policies of the City.
2. The Internet offers a wide range of information that some individuals may find obscene or objectionable. Internet users should recognize that the City has no control over the content of the information on the Internet. For this reason, the City is not responsible for inappropriate information that is available on the Internet.

E. Software Use

Installing, deleting, or in any way altering software on City computers is prohibited without the express approval of the System Administrator.

Copying Software, Programs, Applications, Template, etc.

Employees must notify the Information Services Assistant Director and receive proper authorization before attempting to copy software, applications, programs or templates.

F. General Computer Usage

1. Back-Up Policy

Electronic files and documents are City records. The network drives are backed up every evening to protect against the loss of data. Computer users are required to insure that all files and documents are saved on network drives. It is the user's responsibility to ensure that all files are placed on network drives in order to be backed up. No local drives are backed up.

2. Viruses

Users shall not create, install or knowingly distribute a computer virus of any kind regardless of whether demonstrable harm results.

3. Monitoring of Activities

The City reserves the right to monitor data, documents, and email messages at any time with or without notice to employees. Upon a written directive from the Mayor or City Administrator, the System Administrator may audit the storage devices of any and all computers, and reserves the right to clear any and all data not related to City purposes.

4. Systems Administrator Access

The Systems Administrator shall not access, discuss or distribute confidential information of any network or computer user without specific direction from The Mayor or City Administrator.

CHAPTER 11 SEPARATION FROM CITY EMPLOYMENT

A. Exit Interview

When an employee separates from City employment, whether by retirement, resignation, or termination, the employee shall be afforded the opportunity for an exit interview with Human Resources, Department Head or City Administrator.

B. Resignation

1. An employee who wishes to leave the City in good standing shall give written notice of resignation to the Department Head at least fourteen (14) calendar days in advance of the desired termination date. Department Heads should provide advance notice of at least twenty-one (21) calendar days where possible. The City Administrator should provide advance notice of at least sixty (60) working days. The Department Head may consent to the employee leaving sooner if department operations permit.
2. Upon resignation, the employee may receive payment for any unused earned vacation days. The employee is not eligible to receive payment for any unused and unearned holidays.
3. Employees may not use more than five (5) days of vacation or earned comp time between the date the impending resignation is given and the effective date of resignation without prior approval of the supervisor.

4. Employees absent without approval for longer than three (3) consecutive days shall be deemed to have resigned.

C. Retirement

Employees may retire for purpose of collecting retirement or Social Security and are to contact Human Resources.

Regular employees who retire from employment with the City will be compensated for any unused earned vacation days, compensatory time and other benefits that are specifically authorized in this manual or written agreement.

Upon retirement, regular employees are eligible to participate in any City health plan in effect at the time of retirement and in which the employee was participating at the time of retirement, subject to the terms of and eligibility for the plan. In order to participate, the employee must be eligible to retire with an immediate pension. In the event the employee, spouse, and any other dependents are no longer eligible for this benefit, the provisions of COBRA (Chapter 6 Section D) may apply.

D. Return of City Property

On the last day of employment, the Department Head shall receive from the employee: keys to facilities, identification card, badge, uniform insignia, handbooks, manuals, and any and all equipment and supplies which are the property of the City. The employee shall receive his final paycheck on the next regular payday following the last day of employment upon verification that all items belonging to the City have been returned and that all outstanding bills (i.e. cell phone bills) have been paid.

E. Email and Electronic/Digital Information

Upon separation from employment from the City for any reason, the employee's email account or access to the City's computer network will be turned off and the employee will not have access to such information. All information contained in any electronic account will remain the property of the City.

APPENDIX A

Internet, Email & Computer Use Acknowledgment

I hereby acknowledge that I have received a copy of the City's Internet, Electronic Mail and Computer Usage policy. I understand that my use of the City email and Internet system constitutes my consent to all the terms and condition of the policy. I understand that the email system and all information transmitted by, received or stored in the system are the property of the City and is only to be used for business purposes.

I further acknowledge that I have no expectation of privacy in the connection with the use of the Internet and email system or with the transmission, receipt or storage of information in that system. I consent to the City's monitoring of my use of the email and Internet, including the printing and reading all emails entering, leaving or stored in the system.

Employee Name: _____

Employee Signature: _____

Date: _____

APPENDIX B

Employee Policy Manual Acknowledgment

I hereby acknowledge receipt of the City of Oak Forest Personnel Policy Manual. I agree and represent that I have read this Manual in its entirety and agree that if there is any policy or provision that I do not understand, I will seek clarification from my supervisor, department head or City Administrator.

I understand that this manual is only a reference guide and is not intended to create or does create an employment contract, either express or implied, on the part of the City. I understand that the policies, benefits and rules contained in this Manual can be changed or discontinued at any time, with or without advance notice.

I understand and will comply with all policies within this Manual and acknowledge that violating any policy within this Manual or any other City policy, rule or guideline will subject me to disciplinary action up to and including termination.

Employee Name: _____

Employee Signature: _____

Date: _____

APPENDIX C

CITY OF OAK FOREST

ORDINANCE NO. 2020-08-08020

AN ORDINANCE REPEALING CHAPTERS 2.24, 2.26 & 2.42 OF THE CITY OF
OAK FOREST CODE OF ORDINANCES IN THEIR ENTIRETY AND
REPLACING SAID CHAPTERS WITH NEWLY REVISED CHAPTER 2.24

WHEREAS, the Illinois General Assembly has established universal standards for ethical conduct, political activities and the solicitation and acceptance of gifts by governmental officers, employees and visitors pursuant to the State Officials and Employees Ethics Act, 5 ILCS 430/1-1, *et seq.* ("the Act"), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, the Act requires all municipalities, including home rule units to adopt ordinances regulating the political activities of, and the solicitation and acceptance of gifts by, the officers, employees and volunteers of such units "in a manner no less restrictive" than the provisions of the Act pursuant to Section 70-5 of the Act; and

WHEREAS, the Corporate Authorities wish to revise local ethics legislation to further protect the residents of Oak Forest by ensuring open, honest and ethical government, and, to that end, hereby adopt statewide standards and requirements to ensure uniform and consistent application; and

WHEREAS, the Corporate Authorities find that revising the City Code to reflect the unconstitutionality and subsequent repeal of the State Gift Ban Act, 5 ILCS 425/1, *et seq.*, is necessary to ensure full compliance with applicable state laws, which preempt home rule authority in this sphere; and

WHEREAS, the Corporate Authorities find that the revisions set forth in this Ordinance will serve to better define and eliminate prohibited gift exchanges, prohibited political activities and other potential abuses of power, ethical lapses and other indiscretions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of his Ordinance as if fully set forth in this Section 1.

SECTION 2: Repeal and Replacement. Chapters 2.24, 2.26 and 2.42 of the City of Oak Forest Code of Ordinances ("the Code), as amended, entitled "Code of Conduct," "State Officials, Employees and volunteers Ethics Act," and "Board of Ethics," respectively, be and the same are hereby repealed in their entirety and amended by replacing the same with the following provisions, which incorporate and adopt by reference certain sections of the State Officials, Employees and volunteers Ethics Act and streamline and clarify the repealed provisions. Therefore, the following language should be inserted into the Code at Chapter 2.24, as follows:

2.24.010 Declaration of Policy.

It is the policy of the City that in all cases its elected and appointed officers, employees and volunteers perform their duties for the benefit of the citizens of the City. They shall conduct the affairs of the City with integrity and impartiality, without allowing prejudice, favoritism or the opportunity for personal gain to influence their decisions or actions or to interfere with serving the public interest. Continuing observance of this policy is essential to maintaining the public trust necessary for good government. This Chapter establishes guidelines for an ethical standard of conduct for those to whom it applies.

2.24.020 Definitions.

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in Section 1-3 of the Election Code, 10 ILCS 5/1-3.

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act, 5 ILCS 315/3.

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in Section 9-1.4 of the Election Code, 10 ILCS 5/9-1.4.

"Employee" means a person employed by the City of Oak Forest, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the City of Oak Forest.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means any person holding any elected or appointed office of the City created by statute or ordinance, regardless of whether compensation is provided. The terms "official" and "officer" are used interchangeably in this Chapter and shall have the same meaning.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Prohibited political activity" means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.

- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (6) Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (12) Campaigning for any elective office or for or against any referendum question.
- (13) Managing or working on a campaign for elective office or for or against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.

“Prohibited source” means any person or entity who:

- (1) is seeking official action by either an officer or an employee, or by the officer or another employee directing that employee;
- (2) does business or seeks to do business with either the officer or employee, or with the officer or another employee directing that employee;
- (3) conducts activities regulated either an officer or by an employee or by the officer or another employee directing that employee; or
- (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

2.24.030 Prohibited Political Activities.

- A. No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the city of Oak Forest in connection with any prohibited political activity.

- B. At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off, including holidays, vacation or other personal time off.
- C. No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.
- D. Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.
- E. No person either in a position that is subject to recognized merit principles of public employment or in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

2.24.040 Gift Ban.

- A. No officer or employee, and no spouse of or immediate family member living with any officer or employee, shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section, except as otherwise permitted in subsection 2.24.050.

2.24.050 Gift Ban Exceptions.

Section 2.24.040 does not apply to the following:

- A. Opportunities, benefits, and services that are available on the same conditions as for the general public.
- B. Anything for which the officer or employee, or his or her spouse or immediate family, pays the fair market value.
- C. Any contribution that is lawfully made under the Election Code.
- D. Any activities associated with a fundraising event in support of a political organization or candidate.
- E. Educational materials and missions.
- F. Travel expenses for a meeting to discuss business.

- G. A gift from a relative, meaning those people related to the officer or employee as a first cousin or closer, including, but not limited to grandparents, grandchildren, immediate family in-laws, immediate step-families, and the individual's fiancé or fiancée.
- H. Anything provided by an individual on the basis of a personal friendship unless the officer or employee, spouse or immediate family member living with the officer or employee has reason to believe that, under the totality of the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member, rather than because of the friendship. In determining whether a gift is provided on the basis of friendship, the recipient shall consider the circumstances under which the gift was offered, including the history of the relationship, whether any previous gifts of comparable value had been exchanged between the individuals in question, whether the recipient is aware whether the gift giver paid for the gift personally or sought a tax deduction or business reimbursement for the gift, or whether the recipient is aware that the gift giver gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.
- I. Food or refreshments not exceeding \$75 per person in value on a single calendar day, provided that the food or refreshments are either consumed on the premises from which they were purchased or prepared, or on the premises to which the items were catered or delivered.
- J. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- K. Intra-governmental and inter-governmental gifts, including those gifts given to an officer or employee from another officer or employee or any gifts given by an officer or employee of another governmental entity.
- L. Bequests, inheritances, and other transfers at death.
- M. Any item or items from any one prohibited source during any calendar year having a cumulative total of less than \$100.

2.24.060 Disposition of gifts.

An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate 501(c)(3) tax-exempt charitable organization.

2.24.070 Prohibited personal financial interest in contracts – Adoption by reference.

The regulations and exceptions enumerated in Section 3 of the Public Officer Prohibited Activities Act, 50 ILCS 105/3, governing prohibited pecuniary interests in contracts, are hereby adopted in full by reference and made applicable to the officers of the City of Oak Forest.

2.24.080 Whistle Blower protection.

- A. No complainant, or employee acting on behalf of a complainant shall be discharged, threatened or otherwise discriminated against regarding compensation, terms, conditions, location or privileges of employment when the complainant, or employee acting on behalf of the complainant, reports, or is about to report, verbally or in writing, a violation or suspected violation of this Chapter, or when the complainant is requested to participate in an investigation, hearing or inquiry held pursuant to this Chapter or in any related court action.
- B. This section shall not apply to a complainant, or employee acting on behalf of a complainant, who knowingly makes a false report.

2.24.090 Penalties.

- A. A person who intentionally violates any provision of Section 2.24.030 may be punished by a term of incarceration in a penal institution other than a penitentiary for a period less than one year, and may be fined in an amount not to exceed \$2,500.
- B. A person who intentionally violates any provision of Sections 2.24.040 – 2.24.060, inclusive, may be punished by a fine greater than \$1,000 but less than \$5,000.
- C. Any person who intentionally violates any provision of Section 2.24.070 is guilty of a Class 4 felony and any office or official position held by any person so convicted shall become vacant.
- D. Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to local enforcement authorities, the State's Attorney, City Attorney or other law enforcement official, may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of less than one year, and may be fined in an amount not to exceed \$2,500.
- E. A violation of Section 2.24.030 shall be prosecuted as a criminal offense by an attorney for the City of Oak Forest by filing in the circuit court information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure.
- F. A violation of Sections 2.24.040 – 2.24.060, inclusive, may be prosecuted as a quasi-criminal offense by an attorney for the City of Oak Forest, or using existing administrative adjudication procedures.
- G. In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of this Chapter is subject to discipline or discharge, at the discretion of the Corporate Authorities. If the violator is a member of the Corporate Authorities, he or she must recuse himself or herself from any deliberations on the matter.

SECTION 3: Reservation. The instant repeals of former Section 2.24, or Sections 2.26 and 2.42 shall have no effect on, nor operate as an abatement of, any pre-existing or currently pending action, proceeding or litigation arising out of or being conducted pursuant to any provision of repealed Chapter 2.42.

SECTION 4: 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 5: Resolution of Conflicts. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication by law, and following its publication or posting in the manner provided by law.

APPENDIX D

CITY OF OAK FOREST

ORDINANCE NO. 2020-08-0801O

AN ORDINANCE REPEALING ORDINANCE 2017-10-0661O
OF THE CITY OF OAK FOREST CODE OF ORDINANCES IN ITS ENTIRITY
AND REPLACING IT WITH ORDINANCE NUMBER 2020-08-0801O

WHEREAS, The City of Oak Forest, Cook County, Illinois is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, The city wants to make changes to its Personnel Policy Manual and codify the changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF OAK FOREST, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of his Ordinance as if fully set forth in this Section 1.

SECTION 2: Repeal and Replacement. Ordinance 2017-10-0661O is hereby repealed and replaced incorporating changes to the Personnel Policy Manual as Ordinance 2020-08-0801O.

SECTION 3: Resolution of Conflicts. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication by law, and following its publication or posting in the manner provided by law.

APPENDIX E

A. Policy Prohibiting Sexual Harassment

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of City of Oak Forest to prohibit harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

B. Definition of Sexual Harassment

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- a. Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- b. Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- c. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- d. Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- e. Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

C. Procedure for Reporting an Allegation of Sexual Harassment

An employee who either observes sexual harassment or believes she/he to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

1. Electronic/Direct Communication.

If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

2. Contact with Supervisory Personnel.

At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or administrator, or the chief executive officer of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

3. Resolution Outside Municipality.

The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

D. Prohibition on Retaliation for Reporting Sexual Harassment Allegations

No municipal official, municipal agency, municipal employee or municipal agency or office shall take any retaliatory action against any municipal employee due to a municipal employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee, who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

E. Consequences of a Violation of the Prohibition on Sexual Harassment

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

F. Consequences for Knowingly Making a False Report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 7, 2023
TO: Mayor Kuspa, City Council
FROM: Michael Salamowicz, Director of Public Works
SUBJECT: 2022 Water Main Improvement Project- Pay Estimate No.3 in the budgeted amount of \$1,255,805.68.

Background

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

The City has received Pay Estimate No.3, dated November 17, 2023, from M&J Underground, in the amount of \$1,255,805.68. The invoice, waivers of lien and affidavit have been reviewed by HR Green, who recommend payment of Pay Estimate No.3, in the amount of \$1,255,805.68. This includes a reduction of \$272,758.14, reflecting an overall 10% retention.

Original Contract Amount:	\$4,209,218.44
Total Work Completed to Date:	\$2,727,581.35
Total Retainage (10%) to Date:	\$ 272,758.14
Total Amount Due:	<u>\$2,454,823.21</u>
Current Amount Due:	\$1,255,805.65

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

Recommendation

Approval of Pay Estimate No.3, to M&J Underground, in the amount of \$1,255,805.68.

Action Requested

Staff recommends approval of Pay Estimate No.3, to M&J Underground, in the amount of \$1,255,805.68.



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

HRGREEN.COM

November 27, 2023

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

Re: 2022 Watermain Improvements - Base Bid – Pay Estimate #3

Dear Mr. Salamowicz,

Attached you will find the Pay Estimate #3 for the Oak Forest 2022 Watermain Improvements - Base Bid. This pay estimate covers the work completed between September 12, 2023 through October 19, 2023. The net amount due reflects a 10% retainage withholding.

Original Contract Amount: \$4,209,218.44

Total Work Completed to Date: \$2,727,581.35

Total 10% Retainage to Date: \$272,758.14

Total Amount Due: \$2,454,823.21

Amount Paid to Date: \$1,199,017.53

Net Amount Due: \$1,255,805.68

We recommend that the City of Oak Forest approve and make payment to M&J Underground, Inc. in the amount of **\$1,255,805.68**

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

Sincerely,

HR GREEN, INC

Bob Banach
Construction Engineer

RJB

attachment

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
11/17/2023	M23-0509

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

Terms	Project/Location
Net 30	2302084-Oak Forest

Description	Est Qty	Rate	Current...	Prior ...	Current Amt
PRECONSTRUCTION VIDEO RECORDING	1	5,000.00	0	1	0.00
TRAFFIC CONTROL AND PROTECTION	1	168,072.44	0.26	0.51	43,698.83
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	1	13,254.00	0	1	0.00
REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	28	73.00	0	0	0.00
GRANULAR TRENCH BACKFILL	3,200	75.00	1,246.7	1,006.57	93,502.50
SOIL TESTS FOR CONTAMINANTS	21	596.00	0	21	0.00
CONTAMINATED WASTE DISPOSAL	278	93.00	265.8	397.7	24,719.40
PVC WATER MAIN (OPEN CUT), 6 - INCH RJT	41	169.00	64	59	10,816.00
PVC WATER MAIN (OPEN CUT), 8 - INCH	971	93.00	763	435	70,959.00
PVC WATER MAIN (OPEN CUT), 8 - INCH RJT	1,227	123.00	213	396	26,199.00
PVC WATER MAIN (OPEN CUT), 12 - INCH	888	137.00	365	300	50,005.00
PVC WATER MAIN (OPEN CUT), 12 - INCH RJT	1,456	189.00	276	707	52,164.00
PVC WATER MAIN (DIRECTIONALLY DRILLED), 8 - INCH	2,656	178.00	920	1,800	163,760.00
PVC WATER MAIN (DIRECTIONALLY DRILLED), 12 - INCH	1,159	288.00	620	620	178,560.00
PVC WATER MAIN (IN JACKED CASING), 12 - INCH RJT IN 36 - INCH	52	1,833.00	57.94	0	106,204.02
ADDITIONAL FITTINGS	10,500	0.01	0	0	0.00
CASING PIPE (OPEN CUT)	463	261.00	66	139	17,226.00
GATE VALVE, 8 - INCH	22	2,409.00	4	12	9,636.00
GATE VALVE, 12 - INCH	21	3,766.00	4	8	15,064.00
VALVE BOX	12	629.00	-2	6	-1,258.00
VALVE VAULT, 4 - FOOT	17	3,194.00	4	10	12,776.00
VALVE VAULT, 5 - FOOT	16	4,282.00	5	7	21,410.00
VALVE VAULT (ADDITIONAL DEPTH), 4	5	1,602.00	0	0	0.00
VALVE VAULT (ADDITIONAL DEPTH), 5	5	1,692.00	0	0	0.00
FIRE HYDRANT	32	7,134.00	11	14	78,474.00
FIRE HYDRANT BARREL EXTENSION	5	1,878.00	0	0	0.00
WATER SERVICE REPLACEMENT AND RECONNECTION - PUBLIC, SHORT SIDE	68	3,229.00	37	0	119,473.00

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

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
11/17/2023	M23-0509

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

Terms	Project/Location
Net 30	2302084-Oak Forest

Description	Est Qty	Rate	Current...	Prior ...	Current Amt
WATER SERVICE REPLACEMENT AND RECONNECTION - PUBLIC, LONG SIDE	71	4,446.00	39	0	173,394.00
CONNECTION TO WATER MAIN (NON- PRESSURE), 6 - INCH	7	4,431.00	0	0	0.00
CONNECTION TO WATER MAIN (NON- PRESSURE), 8 - INCH	3	4,039.00	2	0	8,078.00
CONNECTION TO WATER MAIN (NON- PRESSURE), 10 - INCH	6	8,855.00	0	0	0.00
CONNECTION TO WATER MAIN (PRESSURE), 8 - INCH X 6 - INCH	1	6,043.00	1	1	6,043.00
CONNECTION TO WATER MAIN (PRESSURE), 12 - INCH X 10 - INCH	2	12,334.00	0	1	0.00
ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES	1	116,248.00	0	0	0.00
FILLING OF EXISTING PIPE FOR ABANDONMENT	14	266.00	0	0	0.00
CULVERT REMOVAL AND REPLACEMENT, RCP, 12 - INCH	68	152.00	0	76	0.00
STORM SEWER REMOVAL AND REPLACEMENT, 8-INCH	63	232.00	0	0	0.00
STORM SEWER REMOVAL AND REPLACEMENT, 12-INCH	42	156.00	0	0	0.00
TELEVISIONING OF EXISTING SANITARY	2,425	5.00	2,447.4	2,459	12,237.00
LOCATING OF EXISTING SANITARY SEWER SERVICES	30	592.00	57	43	33,744.00
ADJUSTING SANITARY SEWER SERVICE LINE	36	1,500.00	0	0	0.00
SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT	17	6,404.00	0	0	0.00
HOT-MIX ASPHALT REMOVAL AND REPLACEMENT (4" BC)	2,130	31.00	30.5	0	945.50
HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT (8")	260	94.00	295.8	0	27,805.20
PCC DRIVEWAY REMOVAL AND REPLACEMENT	1,040	92.00	174.7	0	16,072.40
CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	1,740	41.00	177	0	7,257.00
PCC SIDEWALK REMOVAL AND REPLACEMENT	16,040	9.00	1,172.2	211.1	10,549.80
DETECTABLE WARNING	300	56.00	66	0	3,696.00
PAVEMENT MARKING, 6-INCH (THERMOPLASTIC)	250	3.00	0	0	0.00
PAVEMENT MARKING, 12-INCH	460	6.00	0	0	0.00

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

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
11/17/2023	M23-0509

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

Terms	Project/Location
Net 30	2302084-Oak Forest

Description	Est Qty	Rate	Current...	Prior ...	Current Amt
PAVEMENT MARKING, 24-INCH (THERMOPLASTIC)	60	10.00	0	0	0.00
RESTORATION OF LAWNS AND PARKWAYS AND	4,040	26.00	0	0	0.00
TREE ROOT PRUNING	15	117.00	0	0	0.00
TREE REMOVAL AND REPLACEMENT, 6 - INCH THROUGH 12 - INCH	2	2,129.00	1	0	2,129.00
TREE REMOVAL AND REPLACEMENT, OVER 12 - INCH	3	3,194.00	0	0	0.00
INLET PROTECTION FILTER	46	179.00	0	0	0.00
CONTRACT SUBTOTAL					1,395,339.65
RETENTION		-10.00%			-139,533.97

Thank you for your business.	Total	\$1,255,805.68
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Payment due upon receipt of invoice. A 1.5% finance charge will be applied on balances over 30 days. Balances over 90 days will go straight to collections. Any fees accrued during the collection process will be added to this bill.

Payments/Credits	\$0.00
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Balance Due	\$1,255,805.68
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ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 12th, 2023
TO: Mayor Kuspa, City Council
FROM: Michael Salamowicz, Director of Public Works
SUBJECT: Approval of Resolution No. 2023-12-0455R approving an agreement between the City of Oak Forest and RAR of Romeoville LLC for a reduction of the letter of credit for Culver's located at 5410 W. 159th St. to the new amount of \$25,000.

Background

As part of the permit process for the construction of the new Culver's site, in the City of Oak Forest, Letter of Credit No. 10001559, in the amount of \$173,475.50, was issued by Wintrust International Services, on April 7, 2023, as required by City Code. Shortly thereafter, construction began on the project.

The City was recently contacted by the developer, requesting the release of the Letter of Credit, in accordance with City Code. Staff has performed an initial inspection of the completed work, and has notified the developer of a few current punch list items. Based on our initial inspection, staff recommends the reduction of the Letter of Credit, from the original amount of \$173,475.50 to the new amount of \$25,000.00. Once the remaining punch list item(s) have been completed, staff will perform additional inspection(s) and verify that everything has been constructed in compliance with the approved plans and specification, including the previously noted punch list items.

Recommendation

Move to authorize the reduction of the Letter of Credit for Culver's to the new amount of \$25,000.

Action Requested

Staff recommends approval to authorize the reduction of the Letter of Credit for Culver's to the new amount of \$25,000.

CITY OF OAK FOREST

RESOLUTION NO. 2023-12-0455R

A RESOLUTION APPROVIING AGRREMENT FOR LIFT STATION AT 5410 W.159TH ST

Passed by the City Council, December 12, 2023

Printed and Published, December 12, 2023

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

CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

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

City Clerk

RESOLUTION NO. 2023-12-0455R

BE IT RESOLVED by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, THAT: shall be and is hereby adopted as follows:

WHEREAS, the CITY OF OAK FOREST (the "City") and RAR OF ROMEOVILLE LLC, ("RAR") owner of that property with a common street address of 5410 W. 159th Street, Oak Forest previously entered into an Purchase and Sale agreement dated May 20, 2022 (the "Agreement") providing for the development of a Culvers Restaurant at 5410 W. 159th Street in Oak Forest (the Subject Property); and

WHEREAS, the Subject Property adjoins a City-owned property utilized for a lift station at this location on 3 sides; and

WHEREAS, RAR and the City agreed to certain improvements involving the lift station area in the Agreement; and

WHEREAS, RAR and the City have had further discussions regarding an appropriate plan for those improvements involving the lift station and have agreed to revise the proposed improvements to better address the interests of both RAR and the City, said agreement attached hereto as Exhibit 1; and

WHEREAS, the Mayor and City Council hereby determine that it is in the best interests of the City and this restaurant use to make these changes to the planned improvements at and adjoining the lift station.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Oak Forest ("City") as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as the findings of the City.

Section 2: Approval. The Mayor and City Council hereby approve that the Lift Station Agreement for 5410 159th Street, Oak Forest, attached hereto as Exhibit 1 and incorporated herein by this reference.

Section 3: Execution. The Mayor and the Clerk are hereby authorized to execute the attached agreement on behalf of this City Council. The City Administrator, on behalf of the City Council and Mayor of the City of Oak Forest, is hereby authorized and directed to take any and all further actions necessary to implement the terms and conditions of the agreement attached hereto as Exhibit 1.

Section 4: Effective Date. This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

ADOPTED

This _____ day of _____, 2023

APPROVED by Mayor

This _____ day of _____, 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole Tormey, City Clerk

ALDERPERSON	AYE	NAY	ABSTAIN	ABSENT
Kenneth Keeler, 1 st Ward				
Joe McCarthy, 2 nd Ward				
Charles Wolf, 3 rd Ward				
Paul Selman, 4 th Ward				
James Emmett, 5 th Ward				
James Hortsman, 6 th Ward				
Denise Danihel, 7 th Ward				
Henry Kuspa, Mayor				

AGREEMENT

Lift Station Improvements – 5410 W. 159th Street

This agreement is made between the CITY OF OAK FOREST (the “City”) and RAR OF ROMEOVILLE LLC, (“RAR”) owner of that property with a common street address of 5410 W. 159th Street, Oak Forest, Illinois, consisting of a portion of PIN 28-16-302-032 and approximately 1.31 acres in size, now developed as a Culver’s Restaurant (the “Subject Property”).

The City and RAR previously entered into a Real Estate Purchase and Sale Agreement (the “PSA”) on May 20, 2022, which provided for certain improvements to that small portion of City-owned property adjoining the Subject Property which is the site of a City lift station. The PSA provides the following regarding certain improvements to the lift station at Section 4.3 of said PSA:

4.3 Lift Station. The Seller shall construct the Lift Station and enclose the Lift Station and all associated equipment with a six-foot tall masonry wall. The obligation to construct, install, and maintain the Lift Station and masonry wall shall remain solely with the Seller. Purchaser, at Purchaser’s expense, shall have a right to install and maintain signage on the Lift Station enclosure as long as the signage is in compliance with all applicable codes and legal requirements..

The City and RAR now agree to replace the above requirements of Section 4.3 with the City assuming responsibility for the construction of retaining walls, said plan to be as provided for and as depicted on that one page engineering plan, prepared by Arc Design Resources, Inc., dated 11/28/23, entitled “Retaining Wall Exhibit” attached hereto as Exhibit A. RAR agrees to properly maintain its property and landscaping, which surrounds the lift station property on three sides.

The City further agrees to release a portion of that letter of credit number 10001559, provided by RAR and issued by Wintrust International Services on April 7, 2023. Based on this agreed upon work at the lift station and the City’s inspection of the remaining work at the site, the City agrees to approve, at its next City Council meeting scheduled for December 12, 2023, the release of a portion of the letter of credit now posted pursuant to City Code from the original amount of \$173,475.50 to the new amount of \$25,000.00. Upon completion of the restoration and regrading and reseeding of the City’s property to the north of the parking lot on the Subject Property and the installation of temporary and permanent erosion control measures, RAR shall request an inspection by the City. Following the inspection and approval of the remaining work, the City agrees to reduce the letter of credit in its entirety.

City of Oak Forest

RAR OF ROMEOVILLE LLC,

By:

By:

Attest:

City Clerk



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

Date: DECEMBER 12, 2023
To: HONORABLE MAYOR HENRY L. KUSPA AND OAK FOREST CITY COUNCIL
FROM: FIRE CHIEF GARRICK KASPER
SUBJECT: APPROVAL OF OAK FOREST FIRE DEPARTMENT AGREEMENT WITH ORLAND FIRE PROTECTION FOR DISPATCHING SERVICES.

Background:

The current dispatch agreement ends December 31, 2023. In 2009, The Oak Forest Fire Department migrated to Orland Central Dispatch for fire dispatching. Fire dispatch is an integral part of the Insurance Services Office (ISO) program. The Oak Forest Fire Department underwent another all-encompassing ISO review and it was determined that Orland Dispatch's facility/services satisfied the ISO requirement for dispatching. It is my professional opinion that we should continue to utilize Orland Central Dispatch. At this time, there is no internal concrete plan in place to bring dispatch back to the City of Oak Forest and this could potentially have significant costs incurred by the City. Orland Dispatch has tendered a proposed 3-year contract. The proposed 3-year contract contains and provides for the same contingencies as our prior agreements with Orland Central Dispatch. There is not an increase of cost per call, as they will remain the same (\$40 per call). There is also an annual capital cost of \$2,500 due annually to Orland Fire Protection District. This will help cover costs associated with maintaining and or replacing equipment. By entering into a multi-year contract, it gives us time to determine the feasibility of any potential change in Dispatch Centers.

Action Requested:

I respectfully seek Council approval for renewal of a 3-year contract with Orland Dispatch so we can continue making strides in improving services to our residents.

Recommendation:

It is my recommendation that entry into the Orland Dispatch contract renewal be authorized. Please feel free to contact me with you any concerns or questions. Thank you.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ORLAND FIRE PROTECTION DISTRICT AND
THE OAK FOREST FIRE DEPARTMENT
FOR THE PROVISION OF EMERGENCY
COMMUNICATIONS CENTER CALL-TAKING AND
DISPATCHING SERVICES**

This Agreement is made and entered into this ____ day of ____, 2023 by and between the Orland Fire Protection District ("OFPD"), an Illinois Fire Protection District, and the City of Oak Forest, Illinois ("the CITY").

WHEREAS, the OFPD is an Illinois Fire Protection District which provides and renders emergency response services to the inhabitants of the OFPD and which operates an emergency communications center equipped to handle regular and routine communications from the inhabitants of the OFPD requesting said services, as well as regular and routine communications to or dispatching of the OFPD's emergency response personnel and equipment in response to those requests; and

WHEREAS the CITY operates a fire department which provides and renders emergency response services to the inhabitants of Oak Forest, Illinois; and

WHEREAS, the CITY desires to have the OFPD, through the OFPD's emergency response communications and dispatch center, handle regular and routine communications from the inhabitants of Oak Forest, Illinois, requesting emergency response services, as well as regular and routine communications to or dispatching of the CITY's emergency response personnel and equipment in response to those requests; and

WHEREAS, the OFPD desires to handle, through the OFPD's emergency response communications and dispatch center, regular and routine communications from the inhabitants of Oak Forest, Illinois requesting emergency response services, as well as regular and routine communications to or dispatching of the CITY's emergency response personnel and equipment in response to those requests; and

WHEREAS, the OFPD and the CITY have each determined that it is mutually beneficial to both entities to establish centralized emergency communications center call-taking and dispatching services, as such services can efficiently and economically serve the needs of both entities; and

WHEREAS the OFPD and the CITY desire to set forth herein the terms and conditions whereby the OFPD will provide emergency communications center call-taking and dispatching services to Oak Forest, Illinois, and the inhabitants thereof; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including fire protection districts and fire departments, to cooperate with each other in order to accomplish common goals and objectives, and to contract, to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, including fire protection districts, to exercise jointly with any public agency of the State, including other units of local government such as fire departments, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the OFPD and the CITY have duly authorized their respective presiding officers to enter into and execute this Agreement.

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the OFPD and the CITY hereby agree as follows:

1. **Incorporation.** Each of the recitals set forth above is incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.

2. **Term/Duration.** This Agreement shall commence at 12:00 a.m. on January 1, 2024, for a 3-year term expiring at 11:59 p.m. on December 31, 2026, unless otherwise extended, amended, or cancelled as fully set forth herein.

3. **Services.** The OFPD shall employ qualified emergency communications personnel to handle regular and routine communications from the inhabitants of Oak Forest, Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch the CITY's emergency personnel in response to these requests.

a. The OFPD shall handle through its emergency communications center call-taking and dispatching services for regular and routine communications from the inhabitants of Oak Forest, Illinois, requesting emergency response services, as well as regular and routine communications to or dispatching of the CITY's emergency response personnel and equipment in response to those requests, as set forth in this Agreement.

b. The OFPD shall immediately communicate with or otherwise dispatch the CITY's emergency response personnel and equipment upon receipt of communications from the inhabitants of Oak Forest, Illinois requesting or otherwise seeking the aid of the CITY's emergency response personnel and equipment.

c. The OFPD shall make every effort to communicate with or otherwise dispatch only the CITY's emergency response personnel and equipment to properties located therein.

d. The OFPD shall provide the foregoing emergency response services to the City of Oak Forest, Illinois, twenty-four hours a day for each day this Agreement is in effect.

e. To the extent permitted by law, any communication between inhabitants of Oak Forest, Illinois, and the OFPD, as well as any communication between the OFPD and the CITY's emergency response personnel shall be strictly confidential and shall be disclosed or otherwise made available only to the Fire Chief of the CITY or his designee.

4. **Priority of Calls.** The OFPD will work to provide the highest level of emergency response communications and dispatching services to the inhabitants of Oak Forest, Illinois, as well as to the CITY's emergency response personnel and equipment. However, the OFPD will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of Oak Forest, Illinois, as well as to the CITY's emergency response personnel and equipment due to the volume of communications handled by the OFPD emergency communications center. The CITY recognizes and acknowledges that the OFPD emergency communications center provides emergency call-taking and dispatching services for not only the inhabitants of Oak Forest, Illinois, as well as to the emergency response personnel and equipment of both the OFPD and the CITY, but also for the inhabitants of other units of local government and to the emergency response personnel and equipment of those other units of local government. As such, the OFPD alone will determine the priority of emergency response communications to and from its emergency communications and dispatch center in a manner that is neither arbitrary nor otherwise capricious.

5. **Equipment and Information.** The OFPD will maintain an emergency communications center or system to provide Oak Forest, Illinois, and the inhabitants thereof with the emergency response services required by this Agreement.

a. The OFPD will also maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications.

b. Any and all audio recordings will be kept and stored by the OFPD for a period of thirty (30) days and will be made available to the CITY as requested. In the event that the CITY desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify the OFPD within thirty (30) days of the recorded event. In the event that the CITY requests a copy of any audio recording, the CITY will return the media upon which the audio recording is made to the OFPD upon completion of its use.

c. At each location within Illinois, served by the OFPD emergency communications center, the CITY shall maintain, at its cost and expense, necessary communication, and networking equipment, all of which must be approved by the OFPD. In addition, the CITY will maintain, at its cost and expense, at the OFPD emergency communications center necessary communication and networking equipment which are the property of the CITY.

d. The CITY will maintain at its cost and expense all radio equipment and telephone lines needed to effectively handle all communications in and out of each location within Oak Forest, Illinois.

f. The CITY is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof. In the event that the OFPD or its agents or contractors maintain or repairs any equipment owned by the CITY, the OFPD shall send the CITY an invoice for said maintenance or repair service within thirty (30) days thereof.

g. Upon execution of this Agreement, the CITY shall provide the OFPD with Geographic Information System (GIS) mapping information, including minimally a listing of streets, address ranges, and points and properties located therein. The CITY shall also provide the OFPD with regular updates to said map information regarding the streets and properties located therein as those updates occur.

6. **Damage to Equipment.** The OFPD will work to provide the highest level of emergency communications center call-taking and dispatching services to the inhabitants of Oak Forest, Illinois, as well as to the CITY's emergency response personnel and equipment, but the OFPD will not be responsible for failure to provide emergency communications center call taking and dispatching services to the inhabitants of Oak Forest, Illinois, as well as to the CITY's emergency response personnel and equipment due to damage to the OFPD's emergency communications center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

7. **Approvals.** The CITY will secure and maintain appropriate approvals from the F.C.C. and shall list the OFPD emergency communications center as its dispatching location. The CITY will also secure and maintain appropriate approvals which may be required by any emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

8. **Training and Compliance.** The CITY shall, at its cost, cause its officers to participate in any training classes required by the OFPD emergency communications center and to comply with the OFPD's emergency communications center's procedures, rules, and regulations.

9. **Payment.** In consideration of the emergency communications and dispatching services provided to Oak Forest, Illinois, by the OFPD pursuant to this Agreement, the CITY agrees to the following:

a. **Monthly payment.** From 12:00 a.m. on January 1, 2024, until December 31, 2026, the CITY will pay the OFPD, on a monthly basis, a sum equivalent to the monthly amount expended by the OFPD that are necessary or otherwise required to provide the emergency response communications and dispatching services required by the agreement to the inhabitants of Oak Forest, Illinois, and the CITY. This arrangement shall otherwise be known as the fair share payment plan with a minimum cost of forty dollars (\$40) per dispatched incident.

b. The foregoing monthly charges will be calculated by the OFPD and included in monthly invoices sent to the CITY.

c. **Annual Capital Costs.** In addition to the monthly payments referenced above, the CITY shall be responsible for a capital cost contribution of \$2,500. The capital cost is due annually. The OFPD's emergency communications center's capital budget will cover costs associated with maintaining and/or replacing equipment at the OFPD emergency communications center. The annual capital cost will be itemized and billed each March. Upon receipt of any itemized bill from the OFPD relative to such cost, the CITY shall tender payment to the OFPD within thirty (30) days of issuance of the invoice. If the CITY fails to pay said charges within thirty (30) days of issuance thereof, this Agreement may be immediately cancelled or otherwise terminated by the OFPD with no notice.

10. **Payment Terms.** The CITY will pay monthly invoices in full within thirty (30) days of issuance thereof. In the event that the CITY fails to pay the OFPD in full within thirty (30) days of issuance of any monthly invoice, the CITY will pay the delinquent amount to the OFPD in full, plus a ten percent (10%) penalty based on the total delinquent amount, within forty-five (45) days of issuance of the monthly invoice. In the event that the CITY fails to pay

the delinquent amount to the OFPD in full plus the ten percent (10%) penalty within forty-five (45) days of issuance of a monthly invoice, this Agreement may be immediately cancelled or otherwise terminated by the OFPD in writing without sixty (60) days' notice as otherwise required herein.

11. **The CITY's Costs.** In addition to the costs and fees set forth above, the CITY shall also be responsible for the following costs, should they be necessary:

- a. Local Costs, such as any cost necessary to access the OFPD emergency communications center, including any telephonic charges, and any initial non-recurring charges such as license fees;
- b. Fire/EMS Reporting Software and CAD Interface Costs;
- c. Central Square Enterprise CAD Mobile and GIS/Mapping Costs;
- d. Updated GIS Data Costs;

12. **Insurance.** During the term or duration of this Agreement, the CITY shall maintain, at its cost, comprehensive general liability insurance providing coverage for bodily injury, including death, and property damage in an amount not less than five million dollars (\$5,000,000.00) with an insurance company acceptable to the OFPD. The CITY shall also provide and maintain, at its cost, excess or umbrella insurance providing coverage for bodily injury, including death, and property damage in an amount not less than five million dollars (\$5,000,000.00) with an insurance company acceptable to the OFPD. The CITY shall name the OFPD and its trustees, collectively and individually, officers, members, employees, and/or agents as additional insureds on the foregoing policies of insurance. Such insurance coverages shall specifically protect both the CITY and the OFPD from bodily injury, including death, and property damage claims which may arise out of either the provision of emergency response communications and dispatching services or the failure to provide such services. The foregoing

policies of insurance shall provide that coverage will neither be cancelled nor reduced without thirty (30) days prior written notice to the OFPD. The CITY shall provide the OFPD with certificates of insurance for the foregoing policies of insurance as well as the additional insured endorsements naming the OFPD and its trustees, collectively and individually, officers, members, employees and/or agents as additional insureds within thirty (30) days of the execution of this Agreement and/or upon annual renewal or replacement of said insurance. In the event that the CITY fails to obtain the foregoing insurance coverages, fails to name the OFPD and its trustees, officers, members, employees and/or agents as additional insureds or fails to provide the OFPD with the foregoing certificate of insurance and foregoing additional insured endorsements within thirty (30) days of the execution of this Agreement, and/or upon annual renewal or replacement of said insurance, this Agreement may be immediately cancelled or otherwise terminated by the OFPD in writing without ninety (90) days' notice.

13. **Cooperative Efforts.** The parties agree to work in good faith to mutually resolve any problem occurring or arising out of the operation of this Agreement. To this end, the CITY's Fire Chief or his designee shall attend any meeting of the OFPD Emergency Communications Center Advisory Board which may be established and called by the OFPD Director of Dispatch Operations.

14. **Extension.** This Agreement may be extended only by mutual written agreement by and between the OFPD and the CITY, after prior written notice has been served upon the other party.

15. **Amendment/Change.** This Agreement may be amended or otherwise changed only by mutual written agreement by and between the OFPD and the CITY, after prior written notice has been served upon the other party.

16. **Cancellation/Termination-Fee/Penalty.** Except as otherwise provided herein, this

Agreement may be cancelled or otherwise terminated by either party upon sixty (60) days prior written notice served upon the other party. In the event that this Agreement is cancelled or otherwise terminated by the CITY as set forth in this paragraph, the CITY will pay the OFPD a cancellation or termination fee or penalty representing 33% of the total amount paid to the OFPD for emergency communications center call taking and dispatch services in the prior year.

17. **Assignment or Transfer.** This Agreement may not be assigned or transferred by either the OFPD or the CITY without the prior written consent of the other party after prior written notice is served upon the other party.

18. **Notice.** Any notice required by this Agreement shall be in writing, shall be properly addressed, and shall be personally served or sent via certified mail, return receipt requested, proper postage prepaid. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed written notice with the United States Postal Service.

Said notice shall be served upon the OFPD at the following address:

*Orland Fire Protection District
Attn: Fire Chief
9790 West 151st Street
Orland Park, Illinois 60462*

Said notice shall be served upon the CITY at the following address:

*Oak Forest Fire Department
Attn: Fire Chief
5620 James Drive, Oak Forest, IL 60452*

19. **Waiver.** The CITY hereby waives all claims or actions against the OFPD and/or its trustees, collectively or individually, officers, employees, and/or agents for any injury, death, damage, or loss to person or property relating in any way to or otherwise arising out of this Agreement or the emergency communication center call taking and dispatching services provided

hereby, including, but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.) as well as any action alleging improper selection, installation or maintenance of the OFPD's emergency communications center call taking and dispatch system and equipment.

20. **Hold Harmless.** The CITY hereby agrees, at its sole cost and expense, to hold the OFPD and/or its trustees, individually and/or collectively, officers, members, employees, and/or agents harmless against any injury, death, damage, or loss to person or property relating in any way to or otherwise arising out of this Agreement or the emergency communications center call taking and dispatching services provided hereby, that results in a claim, suit, action, loss, liability finding, damage award or judgment, including attorneys' fees unless the OFPD acted willfully or wantonly.

21. **Assumption of Liability.** The CITY hereby assumes all liability for any injury, death, damage or loss to person or property relating in any way to or otherwise arising out of this Agreement or the emergency communications center call-taking and dispatching services provided hereby and undertaken by the OFPD hereunder, unless the OFPD acted willfully or wantonly.

22. **Indemnification.** The CITY hereby agrees, at its sole cost and expense, to unconditionally indemnify and defend, the OFPD and/or its trustees, collectively or individually, officers, members, employees and agents against any loss, liability, damage, whether direct or consequential, expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' and experts' fees and disbursements and court costs (collectively, the "Liabilities"), relating in any way to or otherwise arising out of this Agreement or the emergency response dispatching services provided hereby, or any other Liabilities which may be incurred by or asserted against the OFPD and/or its trustees,

collectively or individually, officers, members, employees and agents.

The CITY shall assume the expense of defending all suits, claims, administrative proceedings, and disputes of any description and kind with all persons, entities, political subdivisions, or government agencies arising out of the matters to be indemnified under this Agreement. In the event that the OFPD and/or its trustees, collectively or individually, officers, members, employees and/or agents are named as a defendant or defendants in any lawsuit, proceeding or claim arising out of the matters to be indemnified under this Agreement, and to the extent that insurance company or companies insuring the CITY (on whose policies the OFPD is to be named as an additional insured as set forth in this Agreement) does not provide the OFPD and/or its trustees, collectively or individually, officers, employees, members and/or agents with a complete defense to all the claims made or Counts asserted, or if the insurance company or companies defend(s) the OFPD and/or its trustees, collectively or individually, officers, members, employees and/or agents under a reservation of rights or otherwise places a limitation on its coverage for the OFPD and/or its trustees, collectively or individually, officers, members, employees and/or agents, or if a claim is made for more than the policy limits of said policy or policies of insurance, then the OFPD and/or its trustees, collectively or individually, officers, members, employees and/or agents shall have the right to participate in the defense of the lawsuit, proceeding or claim and shall have the right to choose the attorney or attorneys to represent them in said lawsuit, and the costs, expenses and fees associated with said attorney or attorneys in relation to said lawsuit shall be paid by the CITY pursuant to the indemnification provisions herein. The CITY shall pay, promptly upon entry, any non-appealable order, judgment, or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the OFPD, in its sole discretion, may file suit against the

CITY to compel such payment. The CITY also agrees that it will not settle or compromise such action, suit, or proceeding without the OFPD's prior written consent, which consent shall not be unreasonably withheld.

The insurance coverage obligations of the CITY as set forth in this Agreement shall remain in full force and shall not be impaired by the expiration or termination or cancellation of this Agreement. In any pending or threatened litigation, contest, dispute, suit, or proceeding relating in any way to or otherwise arising out of: (1) this Agreement or the emergency response, communications and dispatching services provided hereby; (2) the indemnification described herein; (3) enforcement of the indemnification described herein; or (4) enforcement of the indemnification or obligations hereunder, the OFPD shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such service shall be payable by the CITY within thirty (30) days of demand.

Notwithstanding the foregoing, nothing in this paragraph or Agreement should be construed as an effort by the OFPD and/or its trustees, collectively or individually, officers, members, employees, and/or agents to be indemnified for liability to the extent not permitted by law.

23. **Enforcement.**

a. Every obligation assumed or imposed upon the CITY by this Agreement shall be enforceable by the OFPD by appropriate action or proceeding, and the OFPD may have and pursue any and all remedies provided by law or equity for the enforcement of such action.

b. Failure on the part of the OFPD in any instance or under any circumstance

to observe or fully perform any obligation assumed by or imposed upon it by this Agreement, except its willful and wanton failure to provide emergency response dispatching services without just cause, shall not release the CITY from making any payment to the OFPD or fully performing any other obligation required of it under this Agreement. The CITY may have and pursue any and all remedies provided by law or equity from compelling performance by the OFPD of said obligation assumed or imposed upon the OFPD.

24. **Governing Law and Choice of Venue.** The OFPD and the CITY hereby agree that any disputes between the OFPD and the CITY only and relating in any way to or otherwise arising out of this Agreement shall be governed by the laws of the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.

25. **Entire Agreement.** This Agreement represents the entire Agreement between the OFPD and the CITY and supersedes all prior negotiations, agreements, resolutions, motions, or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. This Agreement and any amendments, changes, modifications, or additions hereto shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, partners, and/or legal representatives of the OFPD and the CITY. This Agreement shall be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute the same agreement.

26. **Severability.** In the event that any section, paragraph, or provision of this Agreement is invalid or unenforceable for any reason, the invalid or unenforceable section paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized Officers and the corporate seals to be properly affixed thereto.

Oak Forest Fire Department
3327 West 137th Street
Oak Forest, IL 60472

By: _____
Title: Fire Chief

Attest: _____
Title: City Clerk

Date: _____

Orland Fire Protection District
9790 West 151st St 60462

By: _____
Title: President -

Attest: _____
Title: Secretary -

Date: _____



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 12, 2023
TO: Mayor Kuspa, City Council
FROM: Garrick Kasper, Fire Chief
SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE OAK FOREST FIRE DEPARTMENT AND ADVOCATE MEDICAL GROUP FOR PROFESSIONAL SERVICES TO PROVIDE ANNUAL PHYSICALS.

Background

The Fire Department is required by Union Contract/Collective Bargaining Agreement and OSHA to provide a yearly physical to our employees. We have used the Advocate Medical Group for our annual physicals in the past, and is the same group that the City of Oak Forest uses for our new employee physicals. This falls under "Professional Services" category in the Purchasing Manual. This is a comprehensive physical for each employee. The total cost for the annual physicals is \$30,900. This budgeted request comes from line item Union Health Benefits (01-02-5515).

Recommendation

It is my recommendation to enter into the contract with Advocate Medical Group for annual physicals.

Action Requested

I respectfully seek Council approval to enter into the contract with Advocate Medical Group for annual physicals.

**COST BREAKDOWN FOR
THE OAK FOREST FIRE DEPARTMENT ANNUAL PHYSICALS**

Form(s):	AHE	REGISTER			
	Audiogram		1.00	AUDIO	53.00
	Invoice to:	CO OAKFORFD			
	Bike Test (Cardio) - Submax		1.00	SUBMAX	58.00
	Invoice to:	CO OAKFORFD			
	Body Fat Composition		1.00	BODYFAT	25.00
	Invoice to:	CO OAKFORFD			
	Chem 20 Panel		1.00	80053	13.00
	Invoice to:	CO OAKFORFD			
	Chest 2 views		1.00	71020	142.00
	Invoice to:	CO OAKFORFD			
	Cholesterol /Lipid Profile		1.00	82465	35.00
	Invoice to:	CO OAKFORFD			
	Company Respirator Clearance Form				
	EKG		1.00	EKG	98.00
	Health Risk Appraisal		1.00	HRA	17.00
	Invoice to:	CO OAKFORFD			
	L/S Spine (5 view)-ONLY IF REQUESTED		1.00	72110	186.00
	Invoice to:	CO OAKFORFD			
	Lab- CBC w/differential		1.00	85025	11.00
	Invoice to:	CO OAKFORFD			
	Lab- Glucose		1.00	82947	7.00
	Invoice to:	CO OAKFORFD			
	Lab- HIV - 1		1.00	86701	30.00
	Invoice to:	CO OAKFORFD			
	Notice Privacy Practice Acknowledgement				
	Physical Exam		1.00	PHYSICAL	80.00
	PSA (Eligible if Age 40 & Over)		1.00	84153	15.00
	Invoice to:	CO OAKFORFD			
	Quest (28561N) 10 Panel Lab		1.00	Q10PAN	55.00
	Spirometry		1.00	SPIRO	52.00
	Invoice to:	CO OAKFORFD			
	Stress Test - Need Referral		1.00	93015	250.00
	Invoice to:	CO OAKFORFD			
	TST Surveillance		1.00	86580	46.00
	Urinalysis (UA Complete)		1.00	81001	63.00
	Invoice to:	CO OAKFORFD			
					<u>\$1,236.00</u>

The cost per employee is \$1,236.00

There are 25 employees that get physicals, for a total of \$30,900.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: December 12, 2023
TO: Mayor Kuspa, City Council
FROM: Paul Ruane, Community Planner
Resolution 2023-12-0449R supporting and consenting to a renewal application to the Cook County Assessor of a Class 8 Tax Incentive application for the property commonly known as 4243 W. 166th Street
SUBJECT:

Site Aerial



Background

The petitioner, Welsch Ready Mix Inc., owns the property located at 4243 W. 166th Street. The petitioner is requesting a class 8 incentive renewal request. The original class 8 incentive was approved at the end of 2012, by recommendation of the City, and is reaching the end of its 10th year in existence. The County's Class 8 incentive classification reduces the assessed value from 25% of market value to 10% of value for a period of 10 years, 15% in the 11th year, 20% in the 12th year and the regular 25% in the 13th year. That incentive period is now set to increase and the property is eligible for renewal. The subject property functions as a single unit industrial building. The applicant is proposing to continue the existing use as it exists today.

Analysis

The subject property is within the Business/Industrial Park, which has been successful enough, to allow TIF funding that attracted the proposed new Aldi grocery Store. Staff is enthusiastic about more new developments within this area, and the existing businesses adds to both the City tax revenue and the Tax Increment Financing area #5.

Estimated Property Tax Bill

	With Incentive	Without Incentive
Market Value	\$365,110	\$365,110
Assessed Value	\$36,511	\$91,278
Prop Tax	\$18,594.30	\$46,485.74
Tax/Month	\$1,549.53	\$3,873.81
Tax /SF (land)	\$0.37	\$0.93
Tax /SF (building)	\$3.10	\$7.75

Approx. SF: 50,096 (land) 6,000 (building)

Staff analyzes the following criteria when considering a Class 8 incentive request
 The following is staff analysis of this project in relation to the City’s above incentive criteria:

Real estate is eligible for Class 8 status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial reoccupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 8 Application and that it finds Class 8 necessary for development to occur on the subject property.

Recommendation

The Economic Advisory Council met on December 6th to review this request and recommended approval. The EAC requested that City Council add a condition to not support a third term.

Action Requested

Approval of Resolution 2023-12-0449R consenting to the Class 8 incentive renewal.

CITY OF OAK FOREST

RESOLUTION NO. 2023-12-0449R

A RESOLUTION SUPPORTING AND CONSENTING TO A RENEWAL APPLICATION
TO THE COOK COUNTY ASSESSOR OF A CLASS 8 PROPERTY TAX INCENTIVE
APPLICATION FOR THE PROPERTY COMMONLY KNOWN AS
4243 W. 166th STREET

(Welsch Ready Mix Inc.)

Passed by the City Council, _____, 2023

Printed and Published, _____, 2023

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

CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

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

City Clerk

RESOLUTION NO. 2023-12-0449R

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

A RESOLUTION A RESOLUTION SUPPORTING AND CONSENTING TO A RENEWAL APPLICATION TO THE COOK COUNTY ASSESSOR OF A CLASS 8 PROPERTY TAX INCENTIVE APPLICATION FOR THE PROPERTY COMMONLY KNOWN AS
4243 W. 166th STREET

(Welsch Ready Mix Inc.)

shall be and is hereby adopted as follows:

Section 1. BACKGROUND.

Welsch Ready Mix Inc. ("Property Owner"), of the property commonly known as 4243 W. 166th Street, which property is located in Bremen Township and is legally described in Exhibit A, attached to and, by this reference, made a part of this Resolution ("Property").

The Property is located in a commercial district that has been targeted by the City for new growth and has previously passed a Resolution in support of a Class 8 incentive for the petitioner to occupy a building on the property. The City, by adoption of this Resolution, expressly supports and consents to the Property Owner applying for and receiving renewal of the existing Class 8 property tax incentive and finds that such property tax incentive is necessary for the continued occupancy of the property.

Section 2. SUPPORT AND CONSENT.

Subject to the conditions set forth in Section 3 of this Resolution, the corporate authorities hereby support and consent to the Owner applying for and receiving a Class 8 property tax incentive for the Property and find that such property tax incentive is necessary to facilitate the Property Owner's continued occupation of the property.

Section 3. CONDITION.

The approval granted in Section 2 of this Resolution shall be limited to the renewal term of the Class 8 property tax incentive period established by the Assessor, and shall in no

way guarantee approval of subsequent applications by the Owner for an extension of the Class 8 assessment classification for the Property that may be offered by the Assessor.

ADOPTED

This 12th day of December 2023

APPROVED by Mayor

This 12th day of December 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole Tormey, City Clerk

ALDERPERSON	AYE	NAY	ABSTAIN	ABSENT
Kenneth Keeler, 1 st Ward				
Joe McCarthy, 2 nd Ward				
Charles Wolf, 3 rd Ward				
Paul Selman, 4 th Ward				
James Emmett, 5 th Ward				
James Hortsman, 6 th Ward				
Denise Danihel, 7 th Ward				
Henry Kuspa, Mayor				

EXHIBIT A

Property Legal Description

LOT 34 IN OAK FOREST INDUSTRIAL PARK UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTHEASTERLY $\frac{1}{4}$, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 4243 W. 166th Street, Oak Forest, IL

P.I.N.s: 28-22-425-016-0000



WORSEK & VIHON LLP

October 26, 2023

VIA HAND DELIVERY

Mr. Ira Horwitz
Incentives Department
Cook County Assessor's Office
Room 301
118 North Clark Street
Chicago, IL 60602

Re: Class 8 Renewal Application
Welsch Ready Mix, Inc.
4243 W. 166th Street
Oak Forest, IL 60452
Township: Bremen
Permanent Index Number: 28-22-425-016-0000

Edwin M. Wittenstein
Francis W. O'Malley
Jessica L. MacLean
Nicholas P. Jordan
Benjamin R. Bilton
Adam R. Rogozinsky
Holly R. Zeilinga
Angel A. Carpio

Richard D. Worsek
Senior Counsel

Matthew E. Panush
Senior Analyst

Robert S. Vihon
1952-2020

Dear Mr. Horwitz:

Enclosed herewith is the Class 8 Renewal Application and supporting documentation on behalf of my client, Welsch Ready Mix, Inc.

Please be advised that at this time, the application does not include the supporting Village of Oak Forest Resolution consenting to and supporting this application. However, we have initiated contact with the Village of Oak Forest we hope to have the Resolution supporting and consenting to the Class 8 in the near future. We will provide a copy of the Resolution as soon as it is available.

If you need any additional documentation at this time, please do not hesitate to call. Thank you for your cooperation in this matter.

Very truly yours,

WORSEK & VIHON LLP

Nicholas P. Jordan

Enclosure

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/7/8 designation

- New Construction
- Substantial Rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
- Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: 14 Part-time: 1

In Cook County: Full-time: 62 Part-time: 3

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, Michael DeJong the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.


Signature

5/16/23
Date

Michael DeJong
Print Name

President
Title

02/10/2020

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Class 8 Renewal Application Addendum

Part III

Current and Complete List of All Owners:

T.H. Davison & Co. d/b/a Welsch Ready Mix, Inc.
4243 W. 166th Street
Oak Forest, IL 60452

Legal Description:

**LOT 34 IN OAK FOREST INDUSTRIAL PARK UNIT NO. 3, BEING A
SUBDIVISION OF PART OF THE SOUTHEASTERLY $\frac{1}{4}$, SOUTH OF THE
INDIAN BOUNDARY LINE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

Part IV Site and Improvement Description and Property Use:

The subject property consists of a one-story industrial building built in 1970 containing 6,000+ square feet. The subject contains 58%, or 3,500 square feet of office space and 42%, or 2,500 square feet of warehouse space. The improvements are situated on a 50,094± square foot site zoned I-1, Industrial District, by the City of Oak Forest. The subject is owner occupied by the taxpayer and is used for their business purposes in the concrete industry.

**Weisch Ready Mix
Class 8 Tax Projection**

Current Assessment with Class 8									
<u>Market Value</u>	<u>Class 8</u>	<u>2023 Assessed Value</u>	<u>2023 State Equalization Factor</u>	<u>Tax Rate</u>	<u>2023 Taxes</u>				
\$365,110.00	10%	36,511	2.9237	17.42%	\$18,594.30				

Current Assessment without Class 8					
<u>Market Value</u>	<u>Class 5</u>	<u>2023 Assessed Value</u>	<u>2015 State Equalization Factor</u>	<u>Tax Rate</u>	<u>2023 Taxes</u>
\$365,110.00	25%	91,278	2.9237	17.42%	\$46,485.74

Estimated Property Taxes over 12 years with Class 8 incentive

\$365,110 Study assumes 25% increases every triennial and 3% annual tax rate increases

<u>Tax Year</u>	<u>Class 8 Level of Assessment</u>	<u>Assessed Value</u>	<u>State Equalization Factor</u>	<u>Tax Rate</u>	<u>Tax Revenue</u>
2023	10%	36,511	2.9237	17.42%	\$18,595.36
2024	10%	36,511	2.9237	17.94%	\$19,153.23
2025	10%	36,511	2.9237	18.48%	\$19,727.82
2026	10%	45,639	2.9237	19.04%	\$25,399.57
2027	10%	45,639	2.9237	19.61%	\$26,161.56
2028	10%	45,639	2.9237	20.19%	\$26,946.40
2029	10%	57,048	2.9237	20.80%	\$34,693.50
2030	10%	57,048	2.9237	21.42%	\$35,734.30
2031	10%	57,048	2.9237	22.07%	\$36,806.33
2032	10%	71,311	2.9237	22.73%	\$47,388.15
2033	15%	106,967	2.9237	23.41%	\$73,215.50
2034	20%	142,622	2.9237	24.11%	\$100,548.81
Total					\$464,370.53

Estimated Property Taxes over 12 years without Class 8 incentive

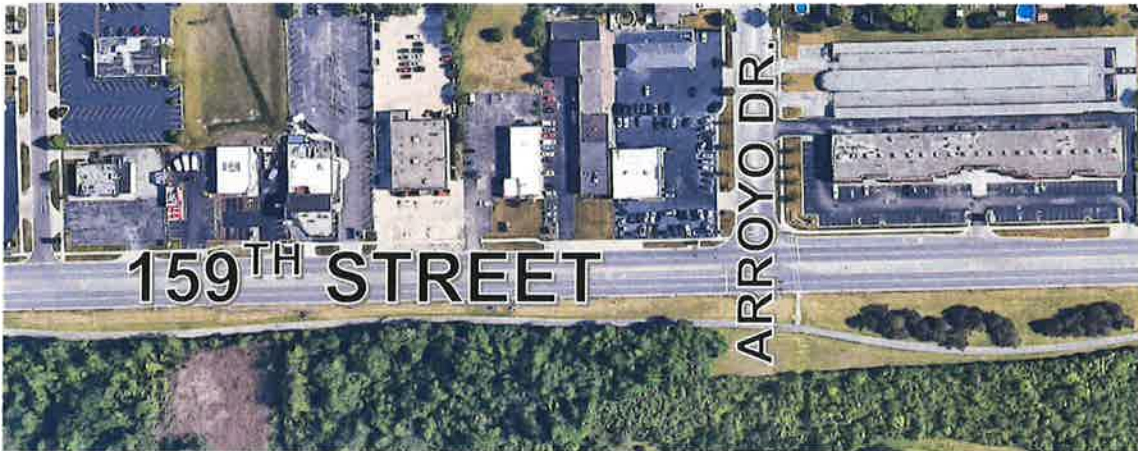
\$365,110 Study assumes 25% increases every triennial and 3% annual tax rate increases

<u>Tax Year</u>	<u>Class 8 Level of Assessment</u>	<u>Assessed Value</u>	<u>State Equalization Factor</u>	<u>Tax Rate</u>	<u>Tax Revenue</u>
2023	25%	91,278	2.9237	17.42%	\$46,488.41
2024	25%	91,278	2.9237	17.94%	\$47,883.06
2025	25%	91,278	2.9237	18.48%	\$49,319.55
2026	25%	114,097	2.9237	19.04%	\$63,498.93
2027	25%	114,097	2.9237	19.61%	\$65,403.89
2028	25%	114,097	2.9237	20.19%	\$67,366.01
2029	25%	142,621	2.9237	20.80%	\$86,733.74
2030	25%	142,621	2.9237	21.42%	\$89,335.75
2031	25%	142,621	2.9237	22.07%	\$92,015.82
2032	25%	178,276	2.9237	22.73%	\$118,470.37
2033	25%	178,276	2.9237	23.41%	\$122,024.48
2034	25%	178,276	2.9237	24.11%	\$125,685.22
Total					\$974,225.25

Total taxes paid with Class 8 Renewal \$464,370.53
Total taxes paid without Class 8 Renewal \$974,225.25
Additional taxes without Class 8 Renewal \$509,854.72

ATE: December 12, 2023
TO: Mayor Kuspa, City Council
FROM: Paul Ruane, Community Planner
Resolution 2023-12-0450R supporting and consenting to a renewal application to the Cook County Assessor of a Class 8 Tax Incentive application for the property commonly known as 6114 W. 159th Street
SUBJECT: property commonly known as 6114 W. 159th Street

Site Aerial



Background

The petitioner, 3 SPOS, LLC. owns the property located at 6114 W. 159th Street. The petitioner is requesting a class 8 incentive renewal request. The original class 8 incentive was approved in 2013, by recommendation of the City, and is reaching the end of its 10th year in existence for it's first renewal request. The subject property functions as a single use automotive mechanic. The applicant is proposing to continue the existing use as it exists today.

The Class 8 provides the unit owner the ability to keep their annual operating expenses at a reasonable level. This stability is what the City is continuing to look for. In the past few years changes to signage, lighting, and landscaping have been completed.

The County's Class 8 incentive classification reduces the assessed value from 25% of market value to 10% of value for a period of 10 years, 15% in the 11th year, 20% in the 12th year and the regular 25% in the 13th year. That incentive period is now set to increase and the property is eligible for renewal. The subject property functions as a single unit industrial building. The applicant is proposing to continue the existing use as it exists today.

Analysis

The subject property is within the 159th Street corridor, which has seen significant updates increasing the values in properties nearby.

Estimated Property Tax Bill

	With Incentive	Without Incentive
Market Value	\$645,190	\$645,190
Assessed Value	\$74,197	\$185,492
Prop Tax	\$35,946	\$89,864
Tax/Month	\$2,995.50	\$7,488.67
Tax /SF (land)	\$0.98	\$2.46
Tax /SF (building)	\$3.05	\$7.62

Approx. SF: 36,500 (land) 11,800 (building)

The following is staff analysis of this project in relation to the City's above incentive criteria:

Real estate is eligible for Class 8 status under the following conditions:

1. The real estate is used primarily for "commercial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial reoccupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 8 Application and that it finds Class 8 necessary for development to occur on the subject property.

Recommendation

The Economic Advisory Council met on December 6th to review this request and recommended approval. The EAC requested that City Council add a condition to not support a third term.

Action Requested

Approval of Resolution 2023-12-0450R consenting to the Class 8 incentive renewal.

CITY OF OAK FOREST

RESOLUTION NO. 2023-12-0450R

A RESOLUTION SUPPORTING AND CONSENTING TO A RENEWAL APPLICATION
TO THE COOK COUNTY ASSESSOR OF A CLASS 8 PROPERTY TAX INCENTIVE
APPLICATION FOR THE PROPERTY COMMONLY KNOWN AS
6114 W. 159th STREET

(3 SPOS, LLC. – CARS Automotive, Inc.)

Passed by the City Council, _____, 2023

Printed and Published, _____, 2023

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

CITY OF OAK FOREST
COOK COUNTY, ILLINOIS

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

City Clerk

RESOLUTION NO. 2023-12-0450R

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

A RESOLUTION A RESOLUTION SUPPORTING AND CONSENTING TO A RENEWAL APPLICATION TO THE COOK COUNTY ASSESSOR OF A CLASS 8 PROPERTY TAX INCENTIVE APPLICATION FOR THE PROPERTY COMMONLY KNOWN AS
6114 W. 159th STREET

(3 SPOS, LLC. – CARS Automotive, Inc.)

shall be and is hereby adopted as follows:

Section 1. BACKGROUND.

3 SPOS, LLC. ("Property Owner"), of the property commonly known as 6114 W. 159th Street, which property is located in Bremen Township and is legally described in Exhibit A, attached to and, by this reference, made a part of this Resolution ("Property").

The Property is located in a commercial district that has been targeted by the City for new growth and has previously passed a Resolution in support of a Class 8 incentive for the petitioner to occupy a building on the property. The City, by adoption of this Resolution, expressly supports and consents to the Property Owner applying for and receiving renewal of the existing Class 8 property tax incentive and finds that such property tax incentive is necessary for the continued occupancy of the property.

Section 2. SUPPORT AND CONSENT.

Subject to the conditions set forth in Section 3 of this Resolution, the corporate authorities hereby support and consent to the Owner applying for and receiving a Class 8 property tax incentive for the Property and find that such property tax incentive is necessary to facilitate the Property Owner's continued occupation of the property.

Section 3. CONDITION.

The approval granted in Section 2 of this Resolution shall be limited to the renewal term of the Class 8 property tax incentive period established by the Assessor, and shall in no way guarantee approval of subsequent applications by the Owner for an extension of

the Class 8 assessment classification for the Property that may be offered by the Assessor.

ADOPTED

This 12th day of December 2023

APPROVED by Mayor

This 12th day of December 2023

Henry L. Kuspa, Mayor

ATTEST:

Nicole Tormey, City Clerk

ALDERPERSON	AYE	NAY	ABSTAIN	ABSENT
Kenneth Keeler, 1 st Ward				
Joe McCarthy, 2 nd Ward				
Charles Wolf, 3 rd Ward				
Paul Selman, 4 th Ward				
James Emmett, 5 th Ward				
James Hortsman, 6 th Ward				
Denise Danihel, 7 th Ward				
Henry Kuspa, Mayor				

EXHIBIT A
Property Legal Description

THE EAST 100 FEET OF THE WEST 471.42 FEET OF OUTLOT "B" IN LAGRNADE VISTA UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1976 AS DOCUMENT 23670291, IN COOK COUNTY, ILLINOIS.

Commonly known as 6114 W. 159th Street, Oak Forest, IL. 60452

P.I.N.s: 28-17-314-042-0000

HAROLD J. HICKS
JEFFREY A. HOLLAND

LEAH A. KOVTUNENKO
GRETCHEN M. KUBASIAK

HOLLAND HICKS LAW
30 NORTH LA SALLE STREET SUITE 3906
CHICAGO, ILLINOIS 60602

TELEPHONE (312) 346-4321
FAX (312) 346-5619

www.HollandHicksLaw.com

WRITER'S DIRECT DIAL NUMBER

OF COUNSEL
VINCENT J. GETZENDANNER, JR., LTD.

SENIOR REAL ESTATE ANALYST
THOMAS K. GILLESPIE

(312) 551-3334

December 1st, 2023

VIA EMAIL

Mr. Paul Ruane
Community Planner
City of Oak Forest
15440 South Central Avenue
Oak Forest, IL 60452

**Re: Class 8 Real Estate Tax Incentive Renewal
6114 West 159th Street; Oak Forest, IL
PIN: 28-17-314-042-0000**

Dear Mr. Ruane:

At your request, I have enclosed a date stamped copy of the Class 8 Eligibility Application filed with the Cook County Assessor by Craig Esposito for consideration for the Class 8 Tax Incentive Renewal. The applicant has been an Oak Forest resident for thirty-three years and has owned and operated an auto repair business in the city for the last 20 years. As always, real estate taxes are a primary consideration in the financial analysis of any proposed site. In order for the Oak Forest location to compete with the surrounding locations, the Class 8 Incentive Renewal provides a necessary component in the overall analysis of operating costs. Without comparable real estate taxes, the other sites offer a significant operating cost advantage. Also at your request is a spreadsheet which shows the impact of the taxes on the subject property with and without the Class 8 incentive renewal.

At the present time, the business is located at 6114 West 159th Street in Oak Forest. With the renewal of the incentive of the subject property, Mr. Esposito will have a significantly more funds which will allow him to expand his current number of employees from three to six, with the potential for more employment growth in the future, and will be able to purchase more advanced auto repair machinery and equipment. Additionally, with the capacity to repair more automobiles, additional sales taxes will be generated from the sale of parts for use in the repairs.

Mr. Paul Ruane
December 1, 2023
Page 2

As you indicated, the Economic Advisory Council meets on December 6th, 2023 and the City Advisory Council meets on December 12th, 2023 to consider economic development issues. Mr. Esposito respectfully requests a resolution in support of the Class 8 Incentive.

Your attention to this matter is greatly appreciated and we look forward to working with you in this most important matter. With that in mind, should you have questions, or require any additional documentation, please contact me directly.

Kindest Regards,



Leah A. Kovtunenکو

Attachments

cc: Mr. Craig Esposito



CLASS 6B/7/8
RENEWAL APPLICATION

Control Number

8461

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

I. Identification of Applicant

Name: 3 SPOS, LLC Telephone: (708) [REDACTED]

Address: [REDACTED]

City, State: OAK FOREST, ILLINOIS Zip Code: 60452

Email Address: [REDACTED]

Agent/Representative (if any)

Name: LEAH A. KOVTUNENKO Telephone: (312) 551-3334

Address: 30 N. LASALLE STREET, SUITE 3906

City, State: CHICAGO, ILLINOIS Zip Code: 60602

Email Address: LKOVTUNENKO@HOLLANDHICKSLAW.COM

II. Description of Subject Property

Street address: 6114 W. 159TH STREET

City, State: OAK FOREST, ILLINOIS Zip Code: 60452

Permanent Real Estate Index Number (s): 28-17-314-042-0000

Township: BREMEN

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/7/8 designation

[] New Construction

[X] Substantial Rehabilitation

[] Occupation of Abandoned Property - No Special Circumstance

[] Occupation of Abandoned Property - With Special Circumstance

VI. Employment


How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: 3 Part-time: 1

In Cook County: Full-time: Part-time:

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

 CRAIG ESPINOZA the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.



Signature

11-29-23

Date

CRAIG ESPINOZA

Print Name

President

Title

02/10/2020

Comparative Analysis
Real Estate Taxes
Cars Automotive
6114 W. 159th Street
28-17-314-042-0000
Oak Forest, Illinois

ASSUMPTIONS

Building Square Footage = 11,800
 Incentive Year 1 was 2014
 Class B Phase Out begins in year 11 (2024)

Real Estate Taxes without Class B Tax Benefit

	2023 (pay 2024)	2024 (pay 2025)	2025 (pay 2026)	2026 (pay 2027)	2027 (pay 2028)	2028 (pay 2029)	2029 (pay 2030)	2030 (pay 2031)	2031 (pay 2032)	2032 (pay 2033)	2033 (pay 2034)	2034 (pay 2035)
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Total Market Value	645,190	645,190	645,190	741,969	741,969	741,969	853,264	853,264	853,264	981,253	981,253	981,253
Level of Assessments	10%	15%	20%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Assessed Value	64,519	96,779	129,038	185,492	185,492	185,492	213,316	213,316	213,316	245,313	245,313	245,313
Equalized Tax Rate	45.67%	47.04%	48.45%	48.45%	49.90%	51.40%	52.94%	54.53%	56.16%	57.85%	59.58%	61.35%
Tax Amount	29,463	45,520	62,514	89,854	92,560	95,337	109,637	112,926	116,314	133,761	137,774	141,907
Taxes per Sq. Ft.	2.50	3.86	5.30	7.82	7.84	8.00	9.29	9.57	9.86	11.34	11.66	12.03

Real Estate Taxes with Class B Tax Benefit

	2023 (pay 2024)	2024 (pay 2025)	2025 (pay 2026)	2026 (pay 2027)	2027 (pay 2028)	2028 (pay 2029)	2029 (pay 2030)	2030 (pay 2031)	2031 (pay 2032)	2032 (pay 2033)	2033 (pay 2034)	2034 (pay 2035)
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Total Market Value	645,190	645,190	645,190	741,969	741,969	741,969	853,264	853,264	853,264	981,253	981,253	981,253
Level of Assessments	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Total Assessed Value	64,519	64,519	64,519	74,197	74,197	74,197	85,326	85,326	85,326	98,125	98,125	98,125
Equalized Tax Rate	45.67%	47.04%	48.45%	48.45%	49.90%	51.40%	52.94%	54.53%	56.16%	57.85%	59.58%	61.35%
Tax Amount	29,463	30,347	31,257	35,946	37,024	38,135	43,855	45,171	46,526	53,505	55,110	56,763
Taxes per Sq. Ft.	2.50	2.57	2.65	3.05	3.14	3.23	3.72	3.83	3.94	4.53	4.67	4.81

1. 2022 Equalized Tax Rate = 45.6653% (2.9237 x 15.619%)

2. Chart assumes a 15% MV increases in the triennial years and 3% equalized tax rate increases in non-triennial years