

CITY OF OAK FOREST

**City Council**

Meeting Agenda

Tuesday, December 10, 2024 – 7:30 p.m.

City Council Chambers



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

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

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1. Pledge of Allegiance
2. Public hearing to discuss proposed 2025 tax levy
  - A. Roll call
  - B. Motion to open public hearing
  - C. Discussion of proposed levy
  - D. Public comments
  - E. Motion to close public hearing
3. Roll call
4. Swearing in of Probationary Police Officer Eion Coughlin and Firefighter/Paramedic Anthony Scallon
5. Announcements
6. Motion to establish Consent Agenda
7. Consent Agenda
  - A. Approval of minutes:
    1. Committee of the Whole - November 12, 2024
    2. City Council - November 12, 2024
    3. City Council (special meeting) - November 20, 2024



B. Consideration of the following list of bills dated:

- 1. Regular bills - FY 2024-2025
- 2. Supplemental bills - FY 2024-2025

C. Consideration of the following minutes:

- 1. Senior Commission - June 12, 2024
- 2. Senior Commission - November 13, 2024
- 3. Veterans Commission - October 17, 2024
- 4. Emergency Telephone System Board - November 5, 2024

8. Finance

- A. Approval of Ordinance 2024-12-1047O 2015A and B General Obligation Bonds Tax Abatement in the amount of \$1,239,225.00. See attached memo with supporting documentation from Finance Director Colleen Julian.
- B. Approval of Ordinance 2024-12-1048O 2016A and B General Obligation Bonds Tax Abatement in the amount of \$468,000.00. See attached memo with supporting documentation from Finance Director Colleen Julian.
- C. Approval of Ordinance 2024-12-1049O approving the 2024 tax levy. See attached memo with supporting documentation from Finance Director Colleen Julian.

9. Administration

- A. Approval of Resolution 2024-12-0465R approving a post-employment healthcare funding plan (VEBA) for the Oak Forest Police Department. See attached memo with supporting details from City Administrator Timothy Kristin.

10. Police Department

- A. Approval of amended contract with DACRA Tech, LLC. See attached memo with supporting details from Chief of Police Jason Reid.

11. Community Development



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- A. Approval of Resolution 2024-12-0466R authorizing a plat of consolidation titled “Dunn Kilbourn Consolidation” at 16440 Kilbourn Avenue. See attached memo with supporting details from Assistant Director of Community and Economic Development Paul Ruane.
  
  - B. Approval of Resolution No. 2024-12-0467R designating EM8 Oak Forest Waverly Creek, LP. as the developer and authorizing the negotiation of necessary agreements for the completion of the redevelopment project. See the attached memo with supporting details from Assistant Community and Economic Development Director Paul Ruane.

## 12. Public Works

- A. Approval of acceptance of base bid and alternate bid from Concentric Integration in the total amount of \$35,400.00. See attached memo with supporting details from Public Works Director Michael Salamowicz.

13. 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.

14. Old business

15. New business

16. Executive session

17. Adjournment

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



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

## Oath of Office

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

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Nicole Tormey  
City Clerk

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Eion Coughlin  
Police Officer

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Date

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Date

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



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

## Oath of Office

I, Anthony Scallon, do solemnly affirm, that I will support the Constitution of the United States, the laws and Constitution of the State of Illinois, and the codes and ordinances of the City of Oak Forest. And, that I will faithfully discharge the duties of firefighter/paramedic for the City of Oak Forest, accordingly, to the best of my ability.

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Nicole Tormey  
City Clerk

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Anthony Scallon  
Firefighter/Paramedic

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Date

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Date



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Mayor Kuspa called the Committee of the Whole meeting to order at 6:03 p.m. with the Pledge of Allegiance and the Roll Call as follows:

*Present:*

Mayor Henry Kuspa  
Alderman Keeler  
Alderman McCarthy  
Alderman Wolf  
Alderman Selman  
Alderman Emmett  
Alderman Hortsman  
Alderman Danihel

*Also Present:*

City Clerk Nicole Tormey  
City Administrator Tim Kristin  
Finance Director Colleen Julian  
Building Commissioner Mike Forbes

4. Discussion of fiscal year 2025-2026 levy calculation to include future grocery sales tax and pension assumptions

Finance Director Colleen Julian reported the City has to file the levy with the county by end of December. The process is to prepare the 2025-2026 fiscal budget to determine what the needs are and what property taxes need to be assessed in order to meet the general fund operating costs. There were modest net revenue increases of \$261,000. Expenses were up significantly. There was a deficit last year that was not levied which carries forward. Total net increase to expenses is \$1.2 million. There is a revenue offset of \$261,000. This indicates a property tax levy of \$970,000 which is an 8% increase.

2023 levy was \$11.8, 0% increase from the prior year. This year it is \$12.8.

Increased expenses include full time positions increased by one. Police and fire pension contributions increased \$735,000, 14%. 2004 GOB is retiring and saving the city \$1.2 million. Salaries are up \$720,000, 6%. Health insurance went up \$239,000, 10%. *Inaudible (Tim Kristin speaking)*. Colleen met with the Treasurer and department heads and all increases that she has used in her calculations are required by contractual obligations. Department heads made a request of \$75,200. The Capital Improvement Program does not have any major change. She does not see a major increase to revenue but that is because there has been a robust increases to revenues from other sources, other than property taxes. She expecting a total increase to revenue in the mid \$200,000. State shared revenue, income and local use tax, anticipate \$171,000 increase. Sales tax

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expected increase of \$234,000. Other revenue streams are declining. The utility taxes, telecom and cable taxes are down.

Alderman Wolf questioned how state income tax is calculated. Colleen replied it is per capita.

The State will eliminate the grocery tax effective January 1, 2026. Colleen believes it will create a \$300,000 deficit to the city's sale tax. If the city does not get it from sales tax then they will need to get it from somewhere else whether it be property tax. The Illinois Municipal League was vigilant in fighting the state about this. They came to a compromise that the municipality can pass its own grocery tax. There are some decisions to make. This levy assumes there will not be a dip in sales tax. If the council decides to do a grocery tax then property taxes will not have to be increased. The city administrator has reached out to the neighboring communities and they are looking to increase three to five times what Oak Forest is looking at.

Alderman Hortsman asked if the 1% has to be implemented at one time. Colleen responded she did not think so. It can be done in smaller increments.

Alderman Danihel asked if there is a tax right now on groceries as a municipality. Colleen replied yes. She asked what it is. Colleen said the home rule is 1% but not on groceries.

Alderman Emmett remarked the city does 0% all the time. The public does not understand that. He would like to see it on the property tax instead of groceries. He would hate to dig into reserves.

Colleen remarked this is something to keep in mind and think about. The council will talk about it again at a later date.

Colleen reported salary adjustments for fiscal year 2026 are 6% because of buyouts and step increases. She used 2.5% across the board for union and nonunion. Three contracts will be expired.

The city has been diligent in trying to pay down unfunded pension liabilities. Payments could have been stretched out, the city stayed on the same amortization. She met with the actuary to discuss options. With the amortization, it will be fully funded in 9 years at 100%. The Department of Insurance gives 16 years to fully fund at 90%. If the city chose to do the Department of Insurance numbers, the unfunded piece would just get bigger. Colleen does not know if this is sustainable with the 14% increases. Last year was 17%. Currently, the city is funding \$2.8 million more than they are required to. The city administrator sat in the meeting with the actuary and they believe it would be reasonable



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to back off a bit. Currently, the police pension is 55% funded and fire pension is 70% funded. In summary, the city needs about a million dollars. Reserves can be used like last year. Capital can be postponed. Colleen does not recommend that. Lastly, the city can change their pension funding assumptions. Current contributions are \$6 million. The actuary stated we could give ourselves an extra three years and that would reduce the annual about a million. If we were to give ourselves an additional 7 years it would be reduced to \$1.6 million. Also, hoping for some headwinds from investments. Colleen suggests that the council consider changing assumptions for next year. She asked for thoughts and opinions.

Alderman Wolf asked about Colleen's thoughts on an additional three years. Colleen replied we can bump it out three or seven years. The city is still doing significant more than what the state requires. Colleen stated this can be discussed in the spring or summer to get ready for next year. She can prepare a graft with predictions of what it may look like in the years to come.

Mayor Kuspa asked what the reserve is now. Colleen replied \$15 million. Mayor Kuspa asked what the minimum should be in the reserve. She replied \$5.6 million.

Alderman Emmett acknowledged Colleen's work in working out the budget. Colleen remarked regarding the unfunded portions and the general fund.

Mayor Kuspa would like a zero increase in the levy. Colleen commented on Alderman Emmett's remark of holding the line. This is the first time the equalized assessed value has went up in ten years, 42%. The tax rate went down 29%.

Mayor Kuspa's opinion is to not change the contributions to the pensions. He would like to take it out of reserves. He does not want to tax groceries if we do not have to. There is a lot to consider. Colleen stated there is some revenue to offset the grocery tax which she has not recorded which is interest revenue. She is conservative when projecting revenues.

Alderman Emmett asked about the 5%. He reiterated the residents do not understand that the city does not get all the tax money.

Alderman Wolf remarked that 75% of the taxes go to schools and it keeps increasing. He would like to see something with a levy of 4 to 5%.

Alderman Danihel asked if it could be shared across the board. She stated the elected officials need to educate the public about the tax bill.



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Alderman Selman asked Colleen about the grocery tax being implemented all at once. Colleen stated the state lets you do it twice a year. He stated if the shortfall comes from reserves, there is a projection of \$13 million next year. He would be in favor of a 0% levy, maintain the pensions and cover any shortfalls with reserves.

Alderman McCarthy remarked since the city did a 0% last year, he would not be opposed to a light levy, maybe 4%. He remarked on the grocery tax and if the surrounding towns are doing it we should. Colleen stated because we did a 0 last year, we are at a 8 now. She agrees that a modest increase would be reasonable. 0% levy is a temporary solution.

Alderman Keeler stated he is okay with 4%.

Alderman Hortsman prefers a zero levy at this point. He could go up to 4% but going less would be better. He would like to keep the pensions the way they are.

Mayor Kuspa asked City Clerk Nicole Tormey her opinion. Nicole replied a zero levy.

Mayor Kuspa asked City Administrator Tim Kristin his opinion. He replied that he agrees with Colleen.

Mayor Kuspa asked for permission to have Treasurer Kelly to speak. Mayor/Treasurer Kelly approached the podium and spoke. She likes the idea that Oak Forest has made an effort on the pensions. She is impressed with the council members.

Alderman Emmett asked what the city's take is on the average tax bill. Colleen agreed it is about \$1,500 or 5%. He stated we cannot live on 0%. Colleen agreed it is not sustainable. Colleen thinks it is a great idea to split the balance.

Colleen spoke regarding the TIF districts. The TIF funds were underwater around 2010. The fund balance at the end of the fiscal year is zero. All the loan balances are paid off. We have to pass the levy by the last Tuesday in December. She would like to come back with the levy at the next meeting in two weeks.

Mayor Kuspa thanked Colleen for everything.

6. Executive Session

None.

7. Citizen Participation

None.



8. Old Business

None.

9. New Business

None.

10. Motion to Adjourn

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 7/0.

Meeting adjourned at 7:16 p.m.

Prepared by:

  
Nicole Tormey, City Clerk

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Henry L. Kuspa, Mayor



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

*Present:*

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

*Also Present:*

City Clerk Nicole Tormey  
City Administrator Tim Kristin  
Public Works Director Mike Salamowicz  
Assistant Director of Community and  
Economic Development Planner Paul Ruane

### 3. Announcements

- From the Broadcast Network: the Community Expo 2024 and Veterans Commission Flag Retirement Ceremony can be seen streaming on the city website by clicking on CIC-TV Programming or can be seen on cable TV; Comcast channel 4, Astound channel 6 and AT&T channel 99.
- Our Economic Development Department is seeking applicants for the position of community planner through November 29. And the Police Department is accepting applications for lateral police officers through November 20. Check out all of our employment opportunities at [www.oak-forest.org](http://www.oak-forest.org).
- Yard waste collection ends on November 30. Yard waste – grass clippings, leaves, branches, etc. can be placed curbside on your scheduled garbage day.
- Help us deck the halls by participating in the city’s annual trim-a-tree contest. Complete an application form online at [www.oak-forest.org](http://www.oak-forest.org).
- Trim-a-tree winners will be announced at the Jolly Jamboree on Saturday, December 7 from 10 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 Marshall from Paw Patrol, a giant inflatable snow globe, holiday music and much more.
- Stagg High School’s Music Boosters invites you to its Art for the Season Arts and Crafts Festival on November 16 from 9 a.m. to 4 p.m. and November 17 from 10 a.m. to 3 p.m. The event includes vendor booths, lunch and food samplings, raffles and entertainment. Admission is \$3.



- The Fire Buddies Gala tickets are sale this evening at 7 p.m. Go to the Fire Buddies website to purchase tickets.

**4. Motion to Establish Consent Agenda**

Alderman Danihel made the motion. Alderman Hortsman seconded.

Roll call vote was taken as follows:

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

The motion carried 7/0.

**5. Consent Agenda**

**A. Approval of minutes:**

- 1. Committee of the Whole - October 22, 2024
- 2. City Council - October 22, 2024

**B. Consideration of the following list of bills dated:**

- 1. Regular bills - FY 2024-2025
- 2. Supplemental bills - FY 2024-2025

**C. Consideration of the following minutes:**

- 1. Consumer Protection Commission - October 16, 2024
- 2. Senior Commission - January 9, 2024
- 3. Senior Commission - February 14, 2024
- 4. Senior Commission - March 13, 2024
- 5. Senior Commission - April 10, 2024
- 6. Senior Commission - May 8, 2024
- 7. Emergency Telephone System Board - October 1, 2024



- 8. Planning and Zoning Commission - October 2, 2024
- 9. Civil Service Commission - October 3, 2024
- 10. Civil Service Commission - October 10, 2024
- 11. Civil Service Commission - November 2, 2024

D. Proclamation 2024-11-0310P recognizing Veterans Day in the City of Oak Forest

Alderman Danihel made the motion. Alderman Selman seconded.

Roll call vote was taken as follows:

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

The motion carried 7/0.

Mayor Kuspa invited members of the Veterans Commission to the podium to read the Proclamation into the record. Dennis Mitzger read the Proclamation. Alderman Selman thanked the members of the Veterans Commission reading the Proclamation and for the Flag Ceremony. Mayor Kuspa thanked them for their service.

6. **Administration**

A. **Appointment of Vince Joyce to the Oak Forest Planning and Zoning Commission.**

Alderman Keeler made the motion. Alderman McCarthy seconded.

Mayor Kuspa stated he has known Vince Joyce for over 15 years. He is active in the community. He would like to contribute. Mayor Kuspa strongly recommends appointment.

Mayor Kuspa asked for any questions. Seeing none.

Roll call vote was taken as follows:

<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Alderman Keeler			



Alderman McCarthy  
Alderman Wolf  
Alderman Selman  
Alderman Emmett  
Alderman Hortsman  
Alderman Danihel

The motion carried 7/0.

**B. Approval of amendment to the Oak Forest Police Department Voluntary Employees Beneficiary Association (VEBA).**

Alderman Danihel made the motion. Alderman Keeler seconded.

City Administrator Tim Kristin reported this comes before the council on an annual basis. This year is the election by membership of VEBA for disbursements at separation. Two small changes to H and I. There is no financial impact to the city. He recommends the changes.

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

The motion carried 7/0.

**C. Approval of Ordinance 2024-11-10450 authorizing a Class F Liquor License for Yash and Harsh LLC at 5347 W. 159<sup>th</sup> Street (Citgo Gas Station).**

Alderman McCarthy made the motion. Alderman Keeler seconded.

Mayor Kuspa stated this is a liquor license for a new owner.

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

The motion carried 7/0.

7. Community Development

- A. **Approval of Ordinance 2024-11-1046O authorizing a special use permit to allow office space in the C2 – General Service Commercial District at 5320 W. 159<sup>th</sup> Street, Unit 303H.**

Alderman Emmett made the motion. Alderman Hortsman seconded.

Assistant Director of Community and Economic Development Planner Paul Ruane reported this request is for an auto dealership. It is not specific to any type of dealership but falls into the same category. The business is located within the Oak Forest Business Center, 3<sup>rd</sup> floor. Operations will be conducted in the office with vehicles being exported or sold off premises. Conditions of approval include no overnight parking of vehicles, no storage of vehicles for sale and internal office intended for registration, plate and title transfers.

Mayor Kuspa asked if all transitions are online. Paul responded correct. Mayor Kuspa asked if Oak Forest would collect on tax revenue. Paul responded Oak Forest would be the point of sale.

Alderman Emmett asked if they have cars parked in the parking lot overnight can their license be revoked. Paul stated they will have to compliant at all times and if not they can be cited.

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

Mayor Kuspa asked for questions 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 Emmett  
Alderman Hortsman  
Alderman Danihel  
Alderman Keeler  
Alderman McCarthy  
Alderman Wolf  
Alderman Selman

The motion carried 7/0.

8. **Public Works**

- A. Approval of the proposal from Concentric Integration for the Water Department Supervisory Control and Data Acquisition (SCADA) server upgrade in the budgeted amount of \$39,900.00.**

Alderman Emmett made the motion. Alderman Selman seconded.

Public Works Director Michael Salamonwicz reported the SCADA system is operating off a server that is roughly nine to ten years old. With recent events and power surge, the serve is on its last leg. Through IT, a new server was ordered. They are now seeking approval for a special service agreement with Concentric Integration to perform the migration of the old data to the new server.

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

Roll call vote was taken as follows:

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

The motion carried 7/0.

- B. Approval of the purchase of new 2025 Peterbuilt Model 548-5 ton dump truck/snow plow and upfit equipment in the total budgeted amount of \$258,640.90.**



Alderman Emmett made the motion. Alderman McCarthy seconded.

Public Works Director Michael Salamonwicz reported they are looking to purchase a second Peterbuilt with Monroe equipment. The truck is in the upcoming fiscal year CIP plan.

Mayor Kuspa asked once approved would they get the truck within two months. Mike responded it will probably couple months.

Alderman Emmett asked if the State of Illinois asked if they have explained why there has been such a tremendous increase in prices. He also asked what the neighboring communities are doing. Mike replied all communities are having the same issues.

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 7/0.

**C. Approval to release Performance Bond No. 0810182 in the amount of \$3,755,893.57 for the LPC development at 167<sup>th</sup> Street and Cicero Avenue.**

Alderman Keeler made the motion. Alderman Wolf seconded.

Public Works Director Michael Salamonwicz reported as part of the city code, developers are required to put a letter of credit or bond. Construction as been completed. Baxter and Woodman did a review of the as built plans. There were a few punch list items. They have corrected the items and everything has been constructed within the approved plans.

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

Roll call vote was taken as follows:



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<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 7/0.

**D. Approval of execution of the Locally Based Service Vehicle Program Agreement with Pace.**

Alderman Keeler made the motion. Alderman Danihel seconded.

Public Works Director Michael Salamonwicz reported the city provides Pace buses for seniors and disabled. The city pays a rental fee per bus, staff, maintenance and gas. Pace is looking to renew the agreement. The attorneys have reviewed the agreement and it is acceptable.

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

Roll call vote was taken as follows:

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<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 7/0.

9. **Citizen Participation**

None.

10. **Old Business**



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None.

11. **New Business**

City Administrator Tim Kristin asked for guidance regarding the second meeting in December. He asked if there will be a meeting on December 23. Mayor Kuspa confirmed the finance discussion will be at the next meeting in November.

12. **Executive Session**

None.

13. **Adjournment**

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

Roll call vote was taken as follows:

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

The motion carried 7/0.

Meeting adjourned at 8:05 p.m.

Minutes prepared by:

  
Nicole Tormey, City Clerk

Approved:

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Henry L. Kuspa, Mayor



Mayor Henry L. Kuspa called the City Council special meeting to order at 6:00 p.m. with the Pledge of Allegiance and the Roll Call as follows:

*Present:*

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

*Also Present:*

- City Clerk Nicole Tormey
- Treasurer Ericka Vetter
- City Administrator Tim Kristin
- Finance Director Colleen Julian
- Fire Chief Garrick Kasper
- Deputy Fire Chief Paul Chocola

3. **Announcements**

None.

4. **Fire Department**

**A. Approval to purchase a 2024 Pierce Enforcer 107 foot Ascendant Ladder truck approximately \$1,788,000.00 from MacQueen.**

Alderman Emmett made the motion. Alderman Danihel seconded.

Fire Chief Gary Kasper gave a summary of events.

The current fire truck is a 2001 Pierce 105 foot ladder which was purchased for \$549,220.00. It is currently out of service. It would at least need \$475,870.00 in known repairs to frame and chassis. There would be additional costs to fix or replace the main ladder and electronic control module. All repairs would take at least one year. The NFPA recommends 10 years of service for first out equipment, 15 years of service for reserve equipment and 25 years needs to be replaced.

There was a plan in place to update the fleet but prices changed dramatically since then. They started with a concept in that would cost \$1.8 million in 2022. The price for that vehicle today is \$2.3 million, increase of 27% or \$500,000.00.



He has met with multiple vehicle manufacturers and the average delivery time for a truck is 4 years. He was able to get the cost of the proposed truck to \$1.77 million and take delivery in the Spring 2025. If this truck is not bought, a new build process would have to be started and could take 4 years. This truck is available sooner because it is a stock build that met the city's needs. This would give the city 2 reliable and safe fire vehicles serving as front line. The need to borrow vehicles will be dramatically reduced.

Alderman Emmett asked how many gallons will it hold. Fire Chief Kasper answered it acts as both, a front line engine with pumper with a 107 foot ladder. It is bigger and has more compartmentalization. It has 500 gallon tank.

Alderman Hortsman asked about the ages of the other trucks. Fire Chief Kasper replied 1999 Pierce Pumper, 2006 Pierce Pumper, 2020 Pierce Pumper, 2001 not in service Pierce aerial truck. Alderman Hortsman asked if this replacement truck is to catch up on some of the issues and if it is going to be used to go out on ambulance calls. Fire Chief Kasper responded while it is under warranty that is his expectation. He would like it to go out while under warranty so any issues can be fixed. Alderman Hortsman asked about their replacement policy and whether he has worked with staff regarding same. Fire Chief Kasper stated in the past there may have been a vehicle replacement plan in place. He has a replacement plan in place moving forward. They have been steadily replacing ambulances. That is not a problem. The chief met with Finance Director Colleen Julian 2-1/2 years ago when he became the chief and she has been putting \$300,000.00 into a sinking fund to put money away for future vehicle purchases. Alderman Hortsman asked if there is revenue generated from calls and insurance. Fire Chief Kasper stated they do collect some revenue from ambulance billing and crash reports which goes into the general fund. Alderman Hortsman asked if there are any issues with the ISO. Fire Chief Kasper explained the last audit was 2-1/2 years ago and they did not have any issues. But the truck was up and running. ISO maintains that a fire department should have a response area with five buildings which are 3 stories or 35 feet or higher in height or five buildings that have need for fire flow of greater than 3,500 gallons per minute, should have a ladder company in that response area to receive the highest points available. Fire Chief Kasper stated with buildings that are 3 stories or higher the city has over 30 buildings and a few that are 5 stories or greater. Alderman Hortsman confirmed the ladder truck is necessary for insurance reasons and making sure buildings are okay. Fire Chief Kasper stated operationally, this is a great need for the department and the city. Alderman Hortsman asked if there was another pumper truck available that the fire department was looking at. Fire Chief Kasper corrected him that it was an engine. There were some stock units available and did not match their needs.

Alderman Emmett clarified we need the front line equipment. To get equipment from neighboring towns there could be a delay of 10 minutes. Fire Chief Kasper stated there are great



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partners in MABAS but they are busy as well.

Alderman Hortsman asked if there would be any retrofit after receiving the truck in Spring 2025. How long before the truck is in service. Fire Chief Kasper responded there will be radios to be put in. Depends on the other companies schedule. He is comfortable saying it will be a shorter turnaround. They have to move over all the equipment, etc. He is comfortable saying 3 weeks.

Alderman Hortsman asked Finance Director Colleen Julian where the finances are coming from. Colleen stating the city has a \$300,000.00 sinking fund. She is suggesting that the city use the \$600,000.00 that is saved, coming May 1 there will be another \$300,000.00. She then suggests to borrow internally, saving the interest expense, and pay back over three years and continue to put money in the sinking fund.

Mayor Kuspa clarified this is a stock vehicle and time is of the essence. He questioned Fire Chief if the stock vehicle has the bells and whistles that the department needs. Gary stated there are a certain amount of changes you can make in the stock vehicle.

Alderman Wolf asked if this came up all of the sudden. Last he knew they were looking at an engine truck. Fire Chief Kasper stated it was always his intention to prioritize a ladder truck. Because of financial restraints with the city, there was a discussion that perhaps two engines would be fiscally better for the city. Colleen discussed a price that would be comfortable to purchase 2 engines over a span of 4 to 5 years. Alderman Wolf asked if an engine would take 3-5 years. Fire Chief Kasper responded a stock unit could come across in 1 year, 2-5 years. To build one to our specs, it is roughly 3-4 years away. Alderman Wolf does not think we are in a position to wait that long. He wants to make sure there is a plan to bring the city's needs up to a current level. He asked what the needs will be after this. Fire Chief Kasper stated an engine. His recommendation is to replace an engine every 12-15 years, a ladder truck every 20 years, ambulance every 7 years and staff vehicles every 10 years. Alderman Wolf remarked on the usage of the truck and the policy. Fire Chief Kasper stated whenever there are 4 people on duty at any given station, for an ambulance call the ambulance goes out and a piece of fire apparatus. If there are less than 4 people then it is the ambulance followed by a station car. In the past, trying to prolong the life of the truck, an engine would go out with the ambulance. He is open operationally to extend the life of the truck but would like to work the bugs out while it is under warranty. Alderman Wolf confirmed the warranty is not under mileage but years. He also asked why an engine goes to a call for paramedics. Fire Chief Kasper replied they send a truck when they are staffed with 4 people because contractually they have to send at least 3 members on each call and they want 3-4 people on every call. Mayor Kuspa remarked extra crew is needed for the safety of our people. Fire Chief Kasper stated the reason they use an engine and not a station car is because the engine will be out on the road and if they get a call they are quicker to respond. All fire vehicles are ALS equipped and certified. Staffing does dictate how they respond



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and how to tactically handle things.

Alderman Wolf asked Colleen if the funds for the sinking fund are coming out of the general fund. Colleen responded it is coming from retail sales tax. The sinking fund is a savings account to pay cash. Alderman Wolf clarified we would be paying it off ourselves. He asked if there is grant funding through the state. Colleen does not think we will show the financial need. Chief Kasper stated he did apply for federal grants and were denied.

Alderman Emmett asked if the city is update on collecting money on all ambulance billing. Chief Kasper replied they are recouping everything they can.

Alderman Keeler asked Colleen if they take the loan from the general fund if the \$300,000.00 to pay it back will be in addition to the \$300,000.00 put in it. Colleen answered just \$300,000.00.

Alderman McCarthy asked how many calls Chief thinks they would need a ladder truck for. Chief stated getting an engine instead of a truck would not be beneficial to the city. In 2023 the response matrix responded 410 times.

Alderman Selman asked about the existing truck that is out of service and if it is the truck that just had transmission work done on. Chief Kasper stated it is. Alderman Selman asked if there is any salvage value. Chief stated there is some. Alderman Selman asked if the warranty is two years after purchase of delivery. Deputy Chief Chocola stated it is two years after the purchase agreement. He does not know if it is comprehensive coverage. Alderman Selman asked about maintenance. Chief Kasper stated the majority of the fleet is Pierce and this has a different motor. Alderman Selman asked Colleen about the financial audit with the loan. Colleen stated there is no issues. She could go back to the Illinois Finance Authority to see what the terms are for a loan. Chief Kasper stated this came through very quick and the need for a special meeting was because the unit was available for purchase across the country. They took it off the market and we have until December 2 to decide to purchase or not. Alderman Selman believes it is a terrific opportunity to get a truck in on time, be able to finance ourselves and provide for the safety and care of the residents.

Alderman Emmett remarked the staff did a good job. He would like to see the replacement plan in the future. He remarked we have to buy this equipment.

Alderman Hortsman remarked he would be happy to move this forward and would like to see the policy regarding the replacement of vehicles.

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



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Roll call vote was taken as follows:

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

The motion carried 7/0.

5. Citizen Participation

None.

6. Old Business

City Administrator Tim Kristin remarked about having the levy discussion at the next meeting, the 26<sup>th</sup>, it will not be in until the first meeting in December.

7. New Business

None.

8. Executive Session

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 Daniehl			
Alderman Keeler			
Alderman McCarthy			
Alderman Wolf			
Alderman Selman			

**CITY OF OAK FOREST**  
**City Council Special Meeting Minutes**  
Tuesday, November 20, 2024  
City Council Chambers



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

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Alderman Emmett  
Alderman Hortsman

The motion carried 7/0.

Meeting adjourned at 7:03 p.m.

Minutes prepared by:

  
Nicole Tormey, City Clerk

Approved:

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Henry L. Kuspa, Mayor



# Notice Agenda Item

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
ACTSOFT Inc*	10380348	12/02/24	792.00	01-03-5305 TELEPHONE	Encore Essentials Licenses, Fleet bundle + Data		
ACTSOFT Inc*	10380348	12/02/24	648.00	02-17-5305 TELEPHONE	Encore Essentials Licenses, Fleet bundle + Data		
Advantet	T59190130CLAIM MC Vchr 257	12/02/24	269.80	01-03-5517 WORKER'S COMP INSURANCE	PT-Physical therapy - MC 10/25/24 Voucher #257		
AFLAC	072806	11/14/24	534.18	01-00-2131 INSURANCE - AFLAC	ACT# CK146		
AIRGAS USA LLC	5512251107	11/30/24	409.20	01-02-5317 EMS SUPPLIES	Payer: 3439471 FD1 Oxygen		
AIRGAS USA LLC	5512251286	11/30/24	336.10	01-02-5317 EMS SUPPLIES	Payer: 3439471 FD2 Oxygen		
AIRGAS USA LLC	5512377104	11/30/24	777.80	02-17-5332 COMPRESSED GAS & CHEMICALS	Payer: 2059598 Acetylene, Oxygen		
Alliant Insurance Services Inc	2903806	12/03/24	11,248.00	01-01-5518 LIABILITY INSURANCE	Oakfore-04 12422859,60,61,62 Commercial Cyber Liability, travelers Excess and Surplus Lines Company Policy CYB-10790989-01		
Alliant Insurance Services Inc	2903810	12/03/24	6,738.00	01-01-5518 LIABILITY INSURANCE	Oakfore-04 12422938,39,40,41 Pollution Liability, Liberty Surplus Insurance Corp. Policy #IRONTX14208902		
AMALGAMATED BANK OF CHICAGO*	5036 ORB 2012 12-15-24	11/25/24	17,100.00	28-00-5701 BOND INTEREST EXPENSE	Trust #1855036004 BOND SERIES 2012 Interest		
AMALGAMATED BANK OF CHICAGO*	5036 ORB 2012 12-15-24	11/25/24	1,140,000.00	28-00-5702 BOND PRINCIPAL PAYMENT	Trust #1855036004 BOND SERIES 2012 PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	5909 GOB 2015A 12-15-24	11/25/24	97,262.60	02-17-5701 BOND INTEREST EXPENSE	TRUST# 1855909008 GOB SERIES 2015A INTEREST		
AMALGAMATED BANK OF CHICAGO*	5909 GOB 2015A 12-15-24	11/25/24	240,000.00	02-17-5702 BOND PRINCIPAL PAYMENT	TRUST# 1855909008 GOB SERIES 2015A PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-24	11/25/24	30,024.00	02-17-5701 BOND INTEREST EXPENSE	TRUST# 1855910005 GORB SERIES 2015B Interest		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-24	11/25/24	11,676.00	02-18-5701 BOND INTEREST EXPENSE	TRUST# 1855910005 GORB SERIES 2015B Interest		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-24	11/25/24	396,000.00	02-17-5702 BOND PRINCIPAL PAYMENT	TRUST# 1855910005 GORB SERIES 2015B PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	5910 GORB 2015B 12-15-24	11/25/24	154,000.00	02-18-5702 BOND PRINCIPAL PAYMENT	TRUST# 1855910005 GORB SERIES 2015B PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	6274 GORB 2016A 12-15-24	11/25/24	87,400.00	26-00-5701 BOND INTEREST EXPENSE	Trust# 1856274003 REF BOND SERIES 2016A Interest		
AMALGAMATED BANK OF CHICAGO*	6274 GORB 2016A 12-15-24	11/25/24	295,000.00	26-00-5702 BOND PRINCIPAL PAYMENT	Trust# 1856274003 REF BOND SERIES 2016A PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	6274 GORB 2016A 12-15-24	11/25/24	475.00	26-00-5703 SERVICE CHARGES	Trust#1856274003 REF BOND SERIES 2016A Fee 12/1/24-11/30/25		
AMALGAMATED BANK OF CHICAGO*	6275 GORB 2016B 12-15-24	11/25/24	1,458.00	02-17-5701 BOND INTEREST EXPENSE	TRUST# 1856275002 REF BOND SERIES 2016B INTEREST		
AMALGAMATED BANK OF CHICAGO*	6275 GORB 2016B 12-15-24	11/25/24	567.00	02-18-5701 BOND INTEREST EXPENSE	TRUST# 1856275002 REF BOND SERIES 2016B INTEREST		
AMALGAMATED BANK OF CHICAGO*	6275 GORB 2016B 12-15-24	11/25/24	97,200.00	02-17-5702 BOND PRINCIPAL PAYMENT	TRUST# 1856275002 REF BOND SERIES 2016B PRINCIPAL		
AMALGAMATED BANK OF CHICAGO*	6275 GORB 2016B 12-15-24	11/25/24	37,800.00	02-18-5702 BOND PRINCIPAL PAYMENT	TRUST# 1856275002 REF BOND SERIES 2016B PRINCIPAL		
AMAZON CAPITAL SERVICES INC*	11HK-4JVC-HQ3J	12/04/24	155.33	01-01-5301 OFFICE SUPPLIES	packing tape, coffee		
AMAZON CAPITAL SERVICES INC*	1634-CVTJ-X3RV	12/02/24	18.95	01-01-5301 OFFICE SUPPLIES	Thermal King- cash register receipt rolls		
AMAZON CAPITAL SERVICES INC*	1FRM-RX6W-1YY3	12/03/24	42.92	01-01-5301 OFFICE SUPPLIES	sal/pepper shaker set,batteries, cash register receipt rolls		
AMAZON CAPITAL SERVICES INC*	1G4H-7QMR-QXC7	11/22/24	299.80	01-08-5336 FLAGS & DECORATIONS	Christmas display - flood lights		
AMAZON CAPITAL SERVICES INC*	1KLV-XGRX-VP3G	11/25/24	138.50	01-03-5323 LAW ENFORCEMENT SUPPLIES	Metal detector wands		
AMAZON CAPITAL SERVICES INC*	1KTR-DNF6-WPNG	11/22/24	1,295.00	02-18-5312 TRAINING & TRAVEL	office chairs for training		



Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
COMED	24	11/18/24	10.50	01-03-5399 MISC EXPENSE	Act# 8771400960005991 Dec 24		
COMED	1453743000 Nov 24	11/19/24	253.67	01-04-5307 ELECTRICITY	Act# 1453743000 Nov 24		
COMED	1913765000 Nov 24	11/25/24	99.02	02-17-5307 ELECTRICITY	Act# 1913765000 Nov 24		
COMED	2035421222 Nov 24	11/20/24	82.38	01-04-5307 ELECTRICITY	Act# 2035421222 Nov 24		
COMED	3310352222 Nov 24	11/20/24	22.06	01-04-5307 ELECTRICITY	Act# 3310352222 Nov 24		
COMED	3478965000 Nov 24	11/19/24	62.23	01-04-5307 ELECTRICITY	Act#3478965000 Nov 24		
COMED	3961629111 Nov 24	11/19/24	26.13	01-04-5307 ELECTRICITY	Act# 3961629111 Nov 24		
COMED	9084342111 Nov 24	11/20/24	4,605.19	01-04-5307 ELECTRICITY	Act# 9084342111 Nov 24		
COMED	9466592000 Nov 24	11/25/24	86.23	01-04-5307 ELECTRICITY	Act# 9466592000 Nov 24		
CUSTOM TIRE INC	81501	11/13/24	675.00	02-18-5402 VEHICLE MAINTENANCE	2 Cooper Tires		
Dacra Adjudication System*	DT 2024-11-073	11/30/24	2,350.00	01-03-5509 COLLECTION SERVICE	DACRA MONTHLY SERVICE FEE		
DAVIDSON, DIANA L*	1st, 2nd Qtr and Nov Com. 2024	12/03/24	390.00	01-01-5202 CIVIL SERVICE	1st, 2nd Qtr and Nov Com. 2024		
DONLEY, JOSEPH*	1st, 2nd Qtr and Nov Com. 2024	12/03/24	330.00	01-01-5202 CIVIL SERVICE	1st, 2nd Qtr and Nov Com. 2024		
EAGLE UNIFORM CO INC	18195-3	11/26/24	1,038.75	01-02-5313 UNIFORMS	Uniform - Scallon		
Engie Resources LLC	9184972	11/20/24	1,035.49	01-04-5307 ELECTRICITY	Bill Ac# 0000335214 Oct 24		
Engie Resources LLC	9184972	11/20/24	7,261.68	02-17-5307 ELECTRICITY	Bill Ac# 0000335214 Oct 24		
Engie Resources LLC	9184972	11/20/24	547.01	02-18-5307 ELECTRICITY	Bill Ac# 0000335214 Oct 24		
Engie Resources LLC	9184972	11/20/24	300.94	09-04-5307 ELECTRICITY	Bill Ac# 0000335214 Oct 24		
ESO SOLUTIONS INC	ESO-154157	11/14/24	6,527.57	01-02-5404 COMPUTER MAINTENANCE	Annual renewal of ESO Fire Incidents, Inspections, Properties & CAD Integration	3722	
ETP LABS INC*	24-137496	11/21/24	918.00	02-17-5503 PROFESSIONAL SERVICES	50 TOTAL COLIFORM TESTS/Repair /maint 15000 Leclair		
FACTORY MOTOR PARTS CO	52-579500	12/03/24	305.00	01-03-5402 VEHICLE MAINTENANCE	Brakelining kit, rotor asy		
FEDEX	8-687-43278	11/20/24	37.82	01-01-5304 POSTAGE & FREIGHT	POSTAGE & FREIGHT		
Fitness Equipment Rx LLC	3055	11/06/24	525.00	01-03-5401 EQUIPMENT MAINTENANCE	Complete diagnostics, maintenance on: Life Cycle, Power Mills, Treadmill etc.		
Fitness Equipment Rx LLC	3056	11/07/24	346.98	01-03-5401 EQUIPMENT MAINTENANCE	Quote - to replace batteries for technoGym, and PreCor Ellipticals		
Genex Services Inc	P1483755970 JM VCHR 263	12/03/24	226.20	01-02-5517 WORKER'S COMP INSURANCE	EMSW-MEDBILL SERVICE FEE-JM- 11/11/24-Vchr #263 Claim #241113W006		
GUARDIAN PEST CONTROL	490173	11/09/24	175.00	01-04-5512 OTHER SERVICES	Homet Nest Removal/Treatment		
HAAS ALERT	INV19598	09/01/23	2,457.65	01-02-5402 VEHICLE MAINTENANCE	R2V-HAD-5-5 R2V Safety Cloud Direct Svc 5 year		
HAAS ALERT	INV19598	09/01/23	500.00	01-02-5402 VEHICLE MAINTENANCE	Activation Charge	3624	
HAMILL, KENNETH M.*	11242024 Exp Reimb	11/24/24	41.00	01-02-5312 TRAINING & TRAVEL	Paramedic renewal fee		
HR Green Inc.	181190	11/11/24	169.00	02-18-5508 ENGINEERING SERVICES	#2202761-0000 Site Plan Review-Waverly Creek Townhomes		
HR Green Inc.	181721	11/22/24	1,872.00	02-18-5638 SEWERS	#2202187-0000 Present Green LS Impr		
HR Green Inc.	182034	12/04/24	2,737.25	38-00-5503 PROFESSIONAL SERVICES	#2202761-0000 -Oak Forest Site Plan review - Waverly Creek townhomes		
ILCMA	5742	12/03/24	50.00	01-01-5308 ADVERTISING	JOB AD POSTING FEE- CITY ADMINISTRATOR		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INN004128	12/01/24	78,949.67	01-01-5518 LIABILITY INSURANCE	2024-2025 ICRMT Property and Liability Premium for Policy #P15-1000441-2425-01		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV004128	12/01/24	62,032.08	02-17-5518 LIABILITY INSURANCE	2024-2025 ICRMT Property and Liability Premium for Policy #P15-1000441-2425-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV004129	12/01/24	3,703.49	01-01-5517 WORKER'S COMP INSURANCE	2024-2025 ICRMT Workers' Comp Premium for Policy #P15-1000441-2425-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV004129	12/01/24	38,527.29	01-02-5517 WORKER'S COMP INSURANCE	2024-2025 ICRMT Workers' Comp Premium for Policy #P15-1000441-2425-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV004129	12/01/24	48,025.14	01-03-5517 WORKER'S COMP INSURANCE	2024-2025 ICRMT Workers' Comp Premium for Policy #P15-1000441-2425-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV004129	12/01/24	15,262.30	01-04-5517 WORKER'S COMP INSURANCE	2024-2025 ICRMT Workers' Comp Premium for Policy #P15-1000441-2425-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV004129	12/01/24	5,769.03	02-17-5517 WORKER'S COMP INSURANCE	2024-2025 ICRMT Workers' Comp Premium for Policy #P15-1000441-2425-01		
ILLINOIS COUNTIES RISK MGMT TRUST	S-INV004129	12/01/24	3,507.25	02-18-5517 WORKER'S COMP INSURANCE	2024-2025 ICRMT Workers' Comp Premium for Policy #P15-1000441-2425-01		
ILLINOIS MUNICIPAL LEAGUE	2203	12/03/24	35.00	01-01-5309 COMMUNITY ADVERTISING	30 day Web Employment Ad - City Administrator		
INTERSTATE BATTERY OF CENTRAL CHICAGO*	356918	12/04/24	287.35	02-17-5401 EQUIPMENT MAINTENANCE	31P-MHD - 2, Post-bolts		
INTERSTATE BATTERY OF CENTRAL CHICAGO*	356919	12/04/24	323.38	01-03-5402 VEHICLE MAINTENANCE	MTP-65HD - 2		
INTERSTATE BATTERY OF CENTRAL CHICAGO*	356947	12/04/24	156.06	01-05-5402 VEHICLE MAINTENANCE	MTP-65HD		
Interstate Power Systems Inc	R042049100:02	10/10/24	7,165.58	01-02-5402 VEHICLE MAINTENANCE	E39 repairs		3724
Interstate Power Systems Inc	R042049725:01	10/22/24	5,573.85	01-02-5402 VEHICLE MAINTENANCE	Engine 39 repairs		3723
ISO Services Inc	ISO:CE000007865 DP Vchr 256	11/25/24	29.30	01-02-5517 WORKER'S COMP INSURANCE	ISOWISO expense DP- Voucher #256		
JOE RIZZA	449155	11/18/24	101.76	02-17-5402 VEHICLE MAINTENANCE	sensor-PW #29		
JULIAN, COLLEEN*	12052024 EXP Julian	12/05/24	143.15	01-01-5310 PROFESSIONAL DUES	CPA Professional License fee - reimbursement		
Law Offices of Dennis G. Gianopolus P. C.	October 2024	11/25/24	500.00	01-03-5501 HEARING OFFICER	Administrative Hearing Officer Services		
Linde Gas & Equipment Inc	46516086	11/22/24	43.15	02-17-5332 COMPRESSED GAS & CHEMICALS	Cus# 71421886 CYLINDER RENT IND HIGH PRESSURE		
MacQueen Emergency	P31187	11/14/24	125.17	01-02-5402 VEHICLE MAINTENANCE	pulleys, freight		
MATYS, DANIEL*	11242024 MATYS EXP	11/24/24	55.64	01-02-5313 UNIFORMS	NEXTORCH P10 Tactical Flashlight		
MEADE INC*	710881	11/29/24	456.69	08-00-5414 TRAFFIC SIGNAL MAINTENANCE	TRAFFIC SIGNAL INSTALLATIONS, WARNING FLASHER		
MENARDS - CRESTWOOD	54544	11/18/24	19.96	01-08-5336 FLAGS & DECORATIONS	ribbon - christmas tree		
MENARDS - CRESTWOOD	54561	11/18/24	88.94	01-08-5406 BUILDING MAINTENANCE	garbage bags, bounty paper towels		
MENARDS - CRESTWOOD	54757	11/21/24	69.69	01-04-5411 STREET LIGHT REPAIRS	2-hole strap, chase nppi, bi-metal hole saw, galv nipples		
MENARDS - CRESTWOOD	54758	11/21/24	25.88	01-04-5406 BUILDING MAINTENANCE	febreze plugins		
MENARDS - CRESTWOOD	54845	11/22/24	46.41	01-08-5406 BUILDING MAINTENANCE	5' strainer, cast iron drain cover, Charmin, 32gal trash can		
MENARDS - CRESTWOOD	54863	11/22/24	5.29	01-08-5406 BUILDING MAINTENANCE	RETURN-5" cast iron drain cover		
MENARDS - CRESTWOOD	54864	11/22/24	47.98	01-01-5311 SPECIAL EVENTS	Fraser fir 5-6'		
MENARDS - CRESTWOOD	55053	11/25/24	10.62	01-04-5411 STREET LIGHT REPAIRS	1-1/4" sch40 90dgr belled		
MENARDS - CRESTWOOD	55185	11/27/24	479.40	01-04-5406 BUILDING MAINTENANCE	Ice Melt 50#		
MENARDS - CRESTWOOD	55185	11/27/24	115.42	01-08-5336 FLAGS & DECORATIONS	50CT LED Solar, Garland		
MENARDS - TINLEY PARK	68054	11/25/24	228.87	01-02-5406 BUILDING MAINTENANCE	Bounty, baseboard heater, 50:1 fuel premix 110 oz		
MENARDS - TINLEY PARK	68179	11/27/24	217.10	01-02-5406 BUILDING MAINTENANCE	pail, glade, purell, contractor bags, sponges, paper towels, tissues, fuel, oxi clean, tote		
MENARDS - TINLEY PARK	68334	11/30/24	138.84	01-02-5114 DEPARTMENT HEADS	20' cedar garland, 28" velvet bow		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
MENARDS - TINLEY PARK	68339	11/30/24	37.98	01-02-5114 DEPARTMENT HEADS	20' cedar garland		
MENARDS - TINLEY PARK	68436	12/02/24	36.73	01-02-5406 BUILDING MAINTENANCE	all weather cor, purell		
MENARDS - TINLEY PARK	68461	12/02/24	189.38	01-05-5406 BUILDING MAINTENANCE	concrete&garage paint, battery maintainer, roller covers, heavy duty frame		
MENARDS - TINLEY PARK	68496	12/03/24	61.92	01-02-5114 DEPARTMENT HEADS	CREDIT-cedar garland, large velvet bows		
MENARDS - TINLEY PARK	68501	12/03/24	28.91	01-02-5406 BUILDING MAINTENANCE	water, mini gold garland, hand warmers		
MENARDS - TINLEY PARK	68503	12/03/24	11.47	01-02-5406 BUILDING MAINTENANCE	pro spray paint, detail brush		
MENARDS - TINLEY PARK	68505	12/03/24	2.19	01-02-5406 BUILDING MAINTENANCE	white vinegar		
MENARDS - TINLEY PARK	68581 12042024	12/04/24	9.99	01-02-5406 BUILDING MAINTENANCE	cable tie jar black		
MITEL LEASING	905367595	11/27/24	215.78	01-01-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	43.16	01-02-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	388.41	01-03-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	86.31	01-04-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	10.79	01-05-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	37.76	01-10-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	140.26	01-11-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	37.76	01-12-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	64.74	02-17-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL LEASING	905367595	11/27/24	53.95	02-18-5305 TELEPHONE	Agreement #: 901-8081543-001		
MITEL TECHNOLOGIES INC	980096207	12/02/24	301.50	01-03-5305 TELEPHONE	Police dept fax machine - installation		
National PELRA	13918	01/01/25	230.00	01-01-5310 PROFESSIONAL DUES	Membership# 105772500060 Bridget Parfitt		
NEXT DAY PLUS*	5326766	11/26/24	207.00	01-04-5301 OFFICE SUPPLIES	Toner Cartridges - 4 PW		
NEXT DAY PLUS*	5326766	11/26/24	88.00	01-01-5301 OFFICE SUPPLIES	Toner Cartridges - 2 admin		
NGUYEN, NAM HUU	11252024 REF NGUYEN	11/25/24	323.04	99-00-1115 UTILITY CASH CLEARING	REFUND- OVERPAYMENT ON WATER BILL		1224
NICOR GAS	52-82-53-1000 7 Nov 24	11/22/24	52.55	02-17-5306 NATURAL GAS	Ac# 52-82-53-1000 7 Nov 24		
NICOR GAS	53-30-27-1000 8 nov 24	11/22/24	51.97	02-17-5306 NATURAL GAS	Ac# 53-30-27-1000 8 Nov 24		
NICOR GAS	56668823224 NOV 24	11/26/24	55.29	02-17-5306 NATURAL GAS	ACT# 56-66-88-2322 4 Nov 24		
NORTH, MICHELE	11212024 REF NORTH	11/21/24	100.00	01-04-5416 CONCRETE REPAIRS	REIMBURSEMENT-CONCRETE FOR SIDEWALK REPLACEMENT		1224
Nyhart / Ascensus	153351DB_202411	11/27/24	5,000.00	01-01-5503 PROFESSIONAL SERVICES	2024 GASB and FUNDING REPORTS - actuarial valuation- Fire Pension		
Nyhart / Ascensus	153352DB_202411	11/27/24	5,000.00	01-01-5503 PROFESSIONAL SERVICES	2024 GASB and Funding Reports - Actuarial valuation - Police Pension		
O'CONNOR LAW OFFICES LLC*	1422	12/02/24	1,666.66	01-01-5507 LEGAL FEES-PROSECUTOR	DECEMBER PROSECUTOR RETAINER FOR COURT KEYS H and Y at BRIDGEVIEW COURTHOUSE		
O'REILLY AUTO PARTS	3380-142512	11/16/24	16.48	01-02-5402 VEHICLE MAINTENANCE	smart fuse, fuse holder - Amb 40		
ORLAND FIRE PROTECTION DISTRICT	14754	11/22/24	1,483.35	01-02-5402 VEHICLE MAINTENANCE	Vehicle repair invoice (24-0031) 1999 Pierce Dash		
ORLAND FIRE PROTECTION DISTRICT	14760	11/22/24	13,896.40	01-02-5512 OTHER SERVICES	DISPATCH SERVICE - October, 346 CALLS, PSIN 2 2024		
Pace Analytical Services LLC	247224734	11/22/24	412.00	02-17-5503 PROFESSIONAL SERVICES	4 Disinfectant/Disinfection ByProducts - Water		
PACE SUBURBAN BUS	644643	11/25/24	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 December 2024 VANPOOL TRANSIT FARE 299MN		
PACE SUBURBAN BUS	644724	11/25/24	100.00	01-09-5513 LEASE PAYMENTS	ACT# 1586 December 2024 VANPOOL TRANSIT FARE 905MN		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
POMPS TIRE SERVICE INC*	310251573	09/03/24	378.10	01-02-5402 VEHICLE MAINTENANCE	Emergency after hrs rd service		
Priority Care Solutions LLC	C50293969602 DP Vchr 260	12/02/24	840.78	01-02-5517 WORKER'S COMP INSURANCE	Hosp-Hospital-DP-Vchr #260 Claim #240924W016		
Priority Care Solutions LLC	C50365393902 DP Vchr 259	12/02/24	2,035.97	01-02-5517 WORKER'S COMP INSURANCE	Hosp-Hospital 10/15/24 DP Vhcr #259 Claim #240924W016		
Priority Care Solutions LLC	C50381038500 DP Vchr 261	12/02/24	582.17	01-02-5517 WORKER'S COMP INSURANCE	HOSP-HOSPITAL-DP-VCHR #261 CLAIM #240924W016		
Priority Care Solutions LLC	P1480726720 DP Vchr 255	11/25/24	220.85	01-02-5517 WORKER'S COMP INSURANCE	OV-Office Visit - 9/20/24-DP- Voucher #255		
Priority Care Solutions LLC	P1480726760 DP Vchr 254	11/25/24	110.69	01-02-5517 WORKER'S COMP INSURANCE	OV-Office visit - 9/27/24 - DP- Voucher #254		
Priority Care Solutions LLC	P1483756970 JM VCHR 262	12/02/24	184.82	01-02-5517 WORKER'S COMP INSURANCE	OV-Office visit-JM-11/11/24-CVoucher #262-Claim #241113W006		
PROSHRED SECURITY*	1607508	11/27/24	54.37	01-03-5399 MISC EXPENSE	Cust# 48-0000365960 Service 96 Gallon Bin		
PROSHRED SECURITY*	1607518	11/27/24	30.00	01-01-5399 MISC EXPENSE	48-0000367441 MS-TRIP CHARGE		
PUBLIC SAFETY DIRECT INC*	104622	11/29/24	26.00	01-08-5336 FLAGS & DECORATIONS	Signs for Jolly Jamboree		
Quench USA Inc	INV08204924	11/22/24	49.50	01-08-5406 BUILDING MAINTENANCE	Ag# D322174 3/ R Q-41298_D322174S 0287229		
Quench USA Inc	INV08244468	12/01/24	69.30	01-01-5399 MISC EXPENSE	4 Q-86120_D382185S 0378388		
Quench USA Inc	INV08244468	12/01/24	138.60	01-03-5399 MISC EXPENSE	4 Q-86120_D382185S 0378388		
Quench USA Inc	INV08244468	12/01/24	69.30	01-11-5399 MISC EXPENSE	4 Q-86120_D382185S 0378388		
RANA, LINDA*	#24-09	11/20/24	2,250.00	01-01-5512 OTHER SERVICES	PAYROLL SERVICE PROVIDER		
RANA, LINDA*	#24-10	11/20/24	2,296.00	01-01-5512 OTHER SERVICES	PAYROLL SERVICE PROVIDER		
RANA, LINDA*	#24-11	11/20/24	2,250.00	01-01-5512 OTHER SERVICES	PAYROLL SERVICE PROVIDER		
RANA, LINDA*	#24-12	11/20/24	2,250.00	01-01-5512 OTHER SERVICES	PAYROLL SERVICE PROVIDER		
RAY O'HERRON CO INC*	2378917	11/25/24	1,561.13	01-03-5325 AMMUNITION	Cust# 06-60452PD 6530LE 250-shot md trg kit ex		
Redmond*, John	11252024 EXP REIMB	11/25/24	119.00	01-04-5515 UNION HEALTH BENEFITS	EXP Reimb - Physical for Commercial Drivers License		
RKON INCORPORATED*	INV-RI-116562	11/25/24	3,141.27	01-01-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	3,537.58	01-02-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	10,098.98	01-03-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	1,203.66	01-04-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	572.47	01-05-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	572.47	01-10-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	1,188.98	01-11-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	425.68	01-12-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	939.44	02-17-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	INV-RI-116562	11/25/24	499.08	02-18-5404 COMPUTER MAINTENANCE	Annual Palo Alto firewall renewal	3716	
RKON INCORPORATED*	24-05-0697	12/04/24	150.00	01-00-4824 COMMUNITY DEV. REIMBURSEMENT	RETAINER REFUND FOR 5123 157TH ST POOL PERMIT		1224
RUSSO POWER EQUIPMENT INC	SPI20871178	11/26/24	47.97	01-04-5401 EQUIPMENT MAINTENANCE	Spiked auger kit		
SAM'S CLUB/Synchrony Bank	11272024 PW	11/27/24	790.10	01-04-5399 MISC EXPENSE	55 gal bags, paper towels, napkins, tissues, plastic utensils, plates		
SCHROEDER MATERIAL INC*	S1274934	11/01/24	317.14	02-17-5416 CONCRETE REPAIRS	Pulverized soil, river rock large		
SCHROEDER MATERIAL INC*	S1275237	11/07/24	546.00	01-04-5418 LANDSCAPING REPAIRS	Pulverized soil		
SECRETARY OF STATE - ILLINOIS	3539 3404 2025 Plate210377C	12/04/24	218.00	01-03-5402 VEHICLE MAINTENANCE	#51 PD-Vin 1FT7W2BA9REC03824 Plate #210377C		
SIM, AMANDA	11262024 REF SIM	11/26/24	58.75	09-00-4226 COMMUTER PARKING FEE	REFUND -METRA TOKENS		1224

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
SMITTY'S TREE SERVICE	257455	11/11/24	30.00	01-04-5326 LANDFILL	dumping chips		
SMITTY'S TREE SERVICE	257456	11/11/24	30.00	01-04-5326 LANDFILL	dumping chips		
SMITTY'S TREE SERVICE	257771	11/20/24	30.00	01-04-5326 LANDFILL	dumping chips		
Southwest Messenger Press Inc	11282406	11/28/24	367.29	01-01-5308 ADVERTISING	Notice of Proposed Tax Increase		
STANDARD EQUIPMENT CO*	P00887	11/20/24	700.88	01-09-5402 VEHICLE MAINTENANCE	FSC-Saver SEG S		
THERM FLO INC	T34764INV	11/18/24	1,144.00	01-05-5406 BUILDING MAINTENANCE	Generator repairs		
THOMPSON ELEVATOR INSPECTION SERVICE	24-2402	11/21/24	200.00	01-11-5503 PROFESSIONAL SERVICES	2 new construction permit inspections		
THREE BROTHERS LANDSCAPING INC	12160 120124	12/01/24	850.00	26-00-5663 159TH & CICERO GATEWAY	METRA STATION PLOWING, SALTING - November installment		
Traffic Control & Protection LLC*	9805	12/02/24	708.60	01-04-5410 STREET MAINT/SIGNS	36"X50 yd Roll Avery EG white T-1500		
TRANSMUNION RISK AND ALTERNATIVE	910851-202411-1	12/01/24	265.70	01-03-5399 MISC EXPENSE	Ac# 910851		
ULINE	185916602	11/20/24	2,709.13	02-17-5312 TRAINING & TRAVEL	Training Tables	3719	
University of Illinois at Urbana-Champaign	UF1WB484	11/20/24	150.00	01-02-5312 TRAINING & TRAVEL	Ac#@01279212 - Class #202500047 Youth Firesetting Prevention and Intervention		
Verizon Wireless	9979411375	11/22/24	62.84	02-17-5305 TELEPHONE	Ac# 842475133-00001		
Veterinary Clinic of Timley Park	307663	11/21/24	476.74	01-04-5324 KENNEL SUPPLIES	Ac#6889 Asher - exam & rabies, Clementine - exam , antibiotics, Dusty-Feline castration surgery		
Veterinary Clinic of Timley Park	307802	11/26/24	340.60	01-04-5324 KENNEL SUPPLIES	Ac#6889 Asher-feline castration, Reckless-exam, rabies, lab		
Village of Oak Lawn Regional Water Sys*	0000008729	11/26/24	50,257.82	02-17-5524 WATER PURCHASES-DEBT SERVICE	IEPA TRANSMISSION 4A INT/PRINICIPAL L17-5082		
Village of Oak Lawn Regional Water Sys*	0000008739	11/26/24	59,810.19	02-17-5524 WATER PURCHASES-DEBT SERVICE	IEPA REICH Loan RMB #L17-5080 interest/principal		
Village of Oak Lawn Regional Water Sys*	01-9990010-00 Nov 24	12/04/24	264,424.95	02-17-5525 WATER PURCHASES	Water Purchase gallons=50,071		
WALLACE, LISA	11272024 REF WALLACE	11/27/24	30.00	09-00-4226 COMMUTER PARKING FEE	REFUND -METRA TOKENS		1224
WAREHOUSE DIRECT*	5837544-0	12/03/24	59.92	01-02-5301 OFFICE SUPPLIES	binders		
WAREHOUSE DIRECT*	5838671-0	12/04/24	24.84	01-04-5301 OFFICE SUPPLIES	desk pad, staples, order fee		
WARREN OIL CO INC*	W1704985	12/02/24	576.32	01-11-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	994.04	01-02-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	5,797.88	01-03-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	959.10	01-04-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	169.61	01-05-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	490.60	01-09-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	1,198.87	02-17-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	635.40	02-18-5303 GAS AND OIL	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	1,060.55	01-00-1305 DUE FROM PARK DISTRICT	Fuel		
WARREN OIL CO INC*	W1704985	12/02/24	1,763.38	01-02-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1704985	12/02/24	13.97	01-03-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1704985	12/02/24	1,266.10	01-04-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1704985	12/02/24	920.80	02-17-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1704985	12/02/24	287.75	02-18-5303 GAS AND OIL	FUEL (DIESEL)		
WARREN OIL CO INC*	W1704985	12/02/24	14.75	01-00-1305 DUE FROM PARK DISTRICT	FUEL (DIESEL)		
Z-Force Transportation Inc*	24-200914	11/15/24	3,131.87	02-17-5421 MAINTENANCE OF WATER MAINS	CAT BEDDING BACKFILL		

Name	Invoice Number	Inv Date	Inv Amount	GL Account	Description	PO#	FY
Grand Totals:		243	3,429,525.97				



**Notice  
Agenda Item**

Vendor	Merchant Name	Invoice #	Check #	Check Dt	Amount	GL Account	Account Descrip.	Gen Description	FY
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11202024 CULVERS JJ	123511	M 11/20/24	30.00	01-01-5311	SPECIAL EVENTS	Culver's gift cards - Tree Dec Con-CM	1124
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11202024 JEWEL JJ	123512	M 11/20/24	180.00	01-01-5311	SPECIAL EVENTS	Jewel-Osco Gift Cards for Jolly Jamboree -free dec con-CM	1124
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11202024 DOLLAR GEN JJ	123513	M 11/20/24	17.60	01-01-5311	SPECIAL EVENTS	Dollar General - Jolly Jamboree- CM	1124
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11202024 U OF I - PW TRAINING	123514	M 11/20/24	350.00	01-04-5312	TRAINING & TRAVEL	U of I - PW training classes - MS	1124
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11272024 JEWEL	123515	M 11/27/24	41.79	01-01-5399	MISC EXPENSE	Jewel-Osco -Coffee, Bagels, Cream Cheese - T.K.	1124
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	11252024 TARGET	123516	M 11/27/24	110.24	01-01-5399	MISC EXPENSE	Target-Toaster Oven-lunch room - TK	1124
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	12032024 ICMA	123517	M 12/03/24	450.00	01-01-5308	ADVERTISING	ICMA - Job Ad -B.P.	1224
FIFTH THIRD BANK CREDIT CARD 1204	FIFTH THIRD BANK CREDIT CARD 1204	12042024 RECORD A HIT	123518	M 12/04/24	445.05	01-01-5311	SPECIAL EVENTS	Record A Hit-JJ-C.M.	1224
POSTMASTER - OAK FOREST	POSTMASTER - OAK FOREST	12032024 UB Postage	123500	12/05/24	1,689.03	02-18-5304	POSTAGE & FREIGHT	UB POSTAGE DEC 2024	1224
Simplifile E-recording - Cook County	Simplifile E-recording - Cook County	11252024 RECORD FEES	123510	M 11/25/24	112.25	01-11-5504	CONTRACTUAL SERVICES	Simplifile E-recording: Lien Release, Record Fees - M.P.	1124

Grand Totals: 3,425.96

Oak Forest Senior Commission Minutes

June 12, 2024

Submitted by Diana Dilger

- I. Call the meeting to order at 1:00 p.m.
- II. Pledge of Allegiance
- III. Roll Call - all present except Joe P., Larry S., Dee C., and Gene K.
- IV. Approval of the minutes. Diana D. read the minutes. Lori A. said there was a misspelling of Gene Korzenko's last name. She made a motion to accept the minutes and Charla K. seconded. Then the entire commission approved the minutes.
- V. Current Business
  - A. There was a discussion of changing the place to Ken Keeler's new restaurant, Coopers in August instead of going to New Horizon. Kathy made a motion to change to Coopers and Charla seconded. Then everyone approved.
  - B. Review of May Luncheon
    1. The food was excellent, the patriotic decorations made by Susan M were outstanding. The presentation to the unknown soldier was memorable. The Memorial Day Service and the presentation of the red, white, and blue wreath was made by Larry S. Larry picked up the wreath after the service.
  - C. June Luncheon Plans
    1. The entertainment will be Dennis Motyka and his accordion. The theme will be a beach theme with summer attire suggested to be worn for everyone. The food will be sloppy joes, pasta salad, a pickle and ice cream or apple pie. To date there are 90 tickets sold. The supplies needed are water and 2 kinds of coffee. We will order 4-6 carafes as we price them.
  - D. Future Entertainment
    1. Summer Break - Luncheon August 7th 11:30 at Coopers
    2. In October we will have an Oktoberfest with Paul Strolia.
    3. In December we will have Madrigal Singers of Oak Forest High School.
- VI. Other
  - A. There was discussion about monthly birthday celebrations. We thought it was difficult keeping up with the birthdays because it's always changing.

- B. Phyllis made a motion that we will ask the birthday people to stand up and then we will sing to them. Doing it away with names being announced. Then, Kathy W. seconded it.
- C. Also, Larry should make comments about all those who work hard behind the scenes. Phyllis will do a mock up sheet to give kudos to various chairpersons like Susan M. for getting decorations, Lori A for getting supplies, Joe and Phyllis for food selection, Gene K. for entertainment, etc.
- D. We had \$224 in cash for the Vets at Mantento. Lori A made an executive decision to purchase snacks from GFS, personal hygiene items, and batteries.
- E. Our next meeting is Wednesday September 11, 2024

VII. Adjournment

- A. Lorrie W. made a motion to adjourn the meeting at 1:50 pm. and Susan M. seconded it.

Respectfully submitted,  
Diana Dilger  
Secretary of Senior Commission

Oak Forest Senior Commission Minutes

November 13, 2024

Submitted by Diana Dilger

- I. Call the meeting to order at 1:00 p.m.
- II. Pledge of Allegiance at 1:03 p.m.
- III. Roll Call - all present except Lori A., Kathy W., Bob M., Gene K., and Charla K.
- IV. Minutes of October meeting. The minutes were read by Diana Dilger. They were approved by Phyllis W. and seconded by Lori W. Then the entire senior commissioners approved the minutes.
- V. Current Business
  - A. Review of October luncheon
    1. Paul Strolia, our entertainer, was excellent. His professional growth and crowd appeal was well accepted. He had our seniors clapping and singing for our Octoberfest. The menu was excellent with delicious bratwurst (2 pieces), German potato salad, rolls, and brownies.
    2. There was concern about not being sold out. 90 tickets were sold with 20 unsold. We discussed ways we could boost our attendance by putting flyers in the library, park district, E-briefs, on the city sign, etc. To date 78 tickets have been sold.
  - B. For the December Luncheon we will have the Oak Forest Madrigal singers. The menu from Kenootz is turkey, dressing, mashed potatoes, gravy, cranberry sauce and pumpkin pie.
  - C. Future entertainment for January we have Edizon Dayao, and February Phil and Amy from Colony Productions.
- VI. Other
  - A. City Christmas Party for volunteers at Park Place, December 13th from 6:00 to 9:00pm. You must RSVP if you are attending the event.
  - B. No meeting in December. Next meeting, Wednesday, January 8th.
  - C. FYI - Tom Swiedergal is now taking Joe Barrett's place at Public Works. Joe B has retired. Joe Petrizzo is still head of Public Works.
- VII. Adjournment was at 1:45 p.m. with Lori W. making a motion to adjourn and Susan M. seconded.

Respectfully submitted,  
Diana Dilger  
Secretary of Senior Commission

# CITY OF OAK FOREST

Veterans Commission

Minutes

Thursday, October 17, 2024 – 7:35 P.M.

Blue Room – Conference Room



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

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CHAIRPERSON: Joe Pilch  
LIAISON: Alderman Paul Selman  
MEMBERS: (A)Christopher Adams (A)John Perales  
(A)Ralph Chichester Jim Pioth  
Dennis Mitzner Don Snedden  
Dave Moore (A)Tom O’Neill  
Richard Wojtowicz (A)Mayor Hank Kuspa

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Honorary Member: James (Jim) Watson

Guest:

- Pledge of allegiance
- Roll Call
- Approval of Minute Don 2<sup>nd</sup> Pioth.
- Approval of the September minutes by Don Snedden 2<sup>nd</sup> by Jim Pioth.
  - All members present approved.
- Liaison to the City Report Paul Selman:
  - Mayor not running for mayor.
- Old business:
  - The flag deposit box needs to be emptied again.
  - Joe received city flags from public works that need retiring, storing at the EMA garage. Oct 26 @ 10:00 Flag sorting.
  - For Veteran’s Day, we do a pre-recorded ceremony of flag burning and depositing ashes in our receptacle. Play on Veterans Day November 11 and play at the Council meeting on Veterans Day. Contact OFC TV to video Burning and deposit.
  - We have a table at the Community Expo. Anyone available please come around to assist. We will be joined by VFW.
- New business

# CITY OF OAK FOREST

Veterans Commission

Minutes

Thursday, October 17, 2024 – 7:35 P.M.

Blue Room – Conference Room



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

- October, we need to meet with PD / FD, and administration about
- Independence Day Celebration.
- Should we discuss it with Gaelic Park to see if we should move the event to Gaelic Park. See if Gaelic Park will pay for fireworks.
- Department heads suggested we move the event off July 4<sup>th</sup> (busiest day for PD & FD departments and no one volunteering to work). Next year is Saturday July 5<sup>th</sup>.
- Veterans garage moved to Manteno. Don getting contact information.
- Lanyards are ready to ship this week.
  
- Once around the Table
  - Dave – Veterans expo at Governor was good.
  - Dennis – Has a VSO Wayne Macejak based in Hines.
  - Jim Pioth – Sent me a VSO John Fanning DAV 708/433-9522.

Adjournment at 20:45, motion by Don Snedden 2<sup>nd</sup> by Dennis Mitzner.

Our next meeting is Thursday November 21, 2024, at 17:30 in [the Blue Room](#).

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

Meeting dates for 2024 meetings start at 19:30.

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

\*\*\*\*\*

EMERGENCY TELEPHONE SYSTEM BOARD

MINUTES (SUMMARIZED)

NOVEMBER 5, 2024

ATTENDANCE

Police Chief Reid, Fire Chief Kasper, EMA Joe Pilch, DPW Director Mike Salamowicz and Supvr. Marilyn Morgan. EMA Dave Rana in attendance.

APPROVAL OF MINUTES

Motion to approve the Minutes from the October 1, 2024 Meeting made by Chief Reid, seconded by Chief Kasper and agreed to by all.

APPROVAL OF BILLS

\$3,310.00 – MSC – Emergency replacement of CPU in EOC Center, and \$5,351.00 – MSC – reinstallation of Position 3 travel & remove & label equipment were approved for payment. Motion made by Jason Reid, seconded by Gary Kasper and agreed to by all.

NEW BUSINESS

EMA submitted two proposals for Mobile radios and there was conversation to utilize next fiscal year budget for purchase. Chief Reid stated that asbestos was found to be in the Police Department flooring and the 911 Center will have to be relocated to the basement EOC while work is being done. He suggested that the 911 funds would cover the cost of work in the Radio Room possible \$10,000.

OLD BUSINESS

None.

PUBLIC COMMENT

None

ADJOURNMENT

Motion to adjourn at 0911 hours made by Chief Reid and seconded by Chief Kasper and agreed to by all. Next scheduled Meeting is Tuesday December 2, 2024 in the Oak Forest City Council Chambers.

Marilyn Morgan 12-3-24



ALL GOOD THINGS CLOSE TO HOME

## CITY COUNCIL AGENDA MEMO

---

DATE: December 3, 2024  
TO: Mayor Kuspa, City Council  
FROM: Finance Director Julian  
SUBJECT: Ordinance 2024-12-1047O 2015A and B General Obligation Bonds Tax Abatement

### Background

The ordinance for the General Obligation Bonds, Series 2015A and Series 2015B provides for a tax levy in the year 2024 in the amount of \$1,239,225.00. Payments for this bond are made from the Water and Sewer Fund, which has available funds from user fees. Since sufficient funds are available to pay the debt service without levying taxes, the 2024 tax levy should be abated in the amount of \$1,239,225.00.

### Recommendation

Motion to approve Ordinance 2024-12-1047O 2015A and B General Obligation Bonds Tax Abatement in the amount of \$1,239,225.00.

### Action Requested

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

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CITY OF OAK FOREST

---

ORDINANCE NO. 2024-12-1047O

---

AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2024 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2025.

Passed by the City Council, \_\_\_\_\_, 2024

Printed and Published, \_\_\_\_\_, 2024

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

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

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

---

City Clerk

ORDINANCE NO. 2024-12-10470

AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2024 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2025.

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

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

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

WHEREAS, the Ordinance and the Notification of Sale provide for the levy for the General Obligation Refunding Bonds, Series 2015A, in the year 2024 in an amount of Four Hundred Forty Seven Thousand Three Hundred Twenty Five and 00/100 Dollars (\$447,325.00), including principal and interest; and

WHEREAS, the Ordinance and the Notification of Sale provide for the levy for the General Obligation Refunding Bonds, Series 2015B, in the year 2024 in an amount of Seven Hundred Ninety One Thousand Nine Hundred and 00/100 Dollars (\$791,900.00), including principal and interest; and

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

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

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

**Section 2. Approval and Adoption.** The County Clerk of Cook County is hereby authorized and directed to abate the 2024 tax levy provided to pay the principal and interest of the General Obligation Bonds, Series 2015A in the amount of Four Hundred Forty Seven Thousand Three Hundred Twenty Five and 00/100 Dollars (\$447,325.00).

The County Clerk of Cook County is hereby authorized and directed to abate the entire 2024 tax levy provided to pay the principal and interest of the General Obligations Refunding Bonds, Series 2015B in the amount of Seven Hundred Ninety One Thousand Nine Hundred and 00/100 Dollars (\$791,900.00).

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

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

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

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

ADOPTED

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

APPROVED By Mayor

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

---

HENRY L. KUSPA, MAYOR

ATTEST:

---

NICOLE TORMEY, CITY CLERK

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



ALL GOOD THINGS CLOSE TO HOME

# CITY COUNCIL AGENDA MEMO

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DATE: December 3, 2024  
TO: Mayor Kuspa, City Council  
FROM: Finance Director Julian  
SUBJECT: Ordinance 2024-12-1048O 2016A General Obligation Bonds Tax Abatement

## Background

The ordinance for the General Obligation Refunding Bonds, Series 2016A provides for a tax levy in the year 2024 in the amount of \$468,000. Payments for this bond are made from the TIF 3 Fund, which has available funds. Since sufficient funds are available to pay the debt service without levying taxes, the 2024 tax levy should be abated in the amount of \$608,850.

## Recommendation

Motion to approve Ordinance 2024-12-1048O 2016A General Obligation Bonds Tax Abatement in the amount of \$468,000.

## Action Requested

Approve the requested abatement for the 2016A bonds.

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CITY OF OAK FOREST

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ORDINANCE NO. 2024-12-10480

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AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2024 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2025.

Passed by the City Council, \_\_\_\_\_, 2024

Printed and Published, \_\_\_\_\_, 2024

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

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

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

---

City Clerk

ORDINANCE NO. 2024-12-10480

AN ORDINANCE TO ABATE CERTAIN TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2024 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2025.

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

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

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

WHEREAS, the Ordinance and the Notification of Sale provide for the levy for the General Obligation Refunding Bonds, Series 2016A, in the year 2024 in an amount of Four Hundred Sixty Eight Thousand and 00/100 Dollars (\$468,000.00), including principal and interest; and

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

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

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

**Section 2. Approval and Adoption.** The County Clerk of Cook County is hereby authorized and directed to abate the 2024 tax levy provided to pay the principal and interest of the General Obligation Bonds, Series 2016A in the amount of Four Hundred Sixty Eight Thousand and 00/100 Dollars (\$468,000.00).

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

ORDINANCE NO. 2024-12-10480  
PAGE NO. 2

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

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

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

ADOPTED

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

APPROVED By Mayor

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

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

ATTEST:

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

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



ALL GOOD THINGS CLOSE TO HOME

# CITY COUNCIL AGENDA MEMO

DATE: December 4, 2024  
TO: Mayor Kuspa, City Council  
FROM: Finance Director Julian  
SUBJECT: Ordinance 2024-12-10490 2024 LEVY

## Background

The proposed 2024 levy (enclosed) is \$12,299,243 — an increase of \$438,941 or 3.7% from last year. The estimated increase to a homeowner for the city's portion of the real estate tax bill is \$50 a year.

The following income/expenses contribute to the increase.

- Salaries and insurance increase of \$720,000
- Pension contributions increase of \$735,000
- Debt decrease of \$1.3M
- Prior year deficit of \$768,000
- Interest income increased to \$200,000
- Authorized full-time employees for FY 2025 increases from 125 to 126 because the city added a Community and Economic Development Assist Director.

The total required increase is \$640,000 or 5.4%. Staff and elected officials reviewed the required increase and determined that increasing the levy while equalized assessed value (EAV) is not growing is unsustainable for many households and businesses. Local businesses and residents are still struggling from increased energy, food and interest costs due to inflation. For these reasons, the city is choosing to use alternative resources rather than a large tax increase to meet its obligations. The city will use \$200,000 of reserves to fill the "gap."

It's possible to use reserves rather than increase taxes the full amount because city has available resources in its fund balance to offset a portion the 2024 levy requirement. The estimated fund balance at the end of fiscal year 2026 after using \$200,000 will be \$14.3M (including working cash of \$430,000). This is 64% of expenses and exceeds our fund balance policy which requires 25-35% of expenses.

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

less with less – unless the city's tax base grows.

Recommendation

Motion to approve Ordinance 2024-12-1049O for the 2024 tax levy.

Action Requested

Approve the 2024 tax levy ordinance.

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CITY OF OAK FOREST

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ORDINANCE NO. 2024-12-10490

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AN ORDINANCE LEVING TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK,  
STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF  
MAY, 2024 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2025.

Passed by the City Council, \_\_\_\_\_, 2024

Printed and Published, \_\_\_\_\_, 2024

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

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

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

---

City Clerk

ORDINANCE NO. 2024-12-10490

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

AN ORDINANCE LEVING TAXES FOR THE CITY OF OAK FOREST, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2024 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2025.

Shall be, and is hereby, adopted as follows:

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

**Section 2. Approval and Adoption.** The City of Oak Forest hereby approves and adopts a tax for the following sums of money or as much thereof as may be authorized by law to defray all expenses and liabilities of the City of Oak Forest, Illinois and the same is hereby levied for the purposes specified against all taxable properties in the City of Oak Forest, Illinois for the Fiscal Year commencing on the first day of May, 2024 and ending on the thirtieth day of April, 2025.

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

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

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

**ADOPTED**

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

**APPROVED** By Mayor

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

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

**ATTEST:**

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

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

**TRUTH IN TAXATION  
CERTIFICATE OF COMPLIANCE**

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

This certificate applies to the 2024 levy.

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HENRY L. KUSPA, MAYOR

Date: December 10, 2024

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

<b>DESCRIPTION</b>	<b>AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS</b>	<b>AMOUNT LEVIED IN DOLLARS</b>
<b>ADMINISTRATION</b>		
PERSONNEL SERVICES	922,586	
COM FEES & EXPENSE	76,000	
COMMODITIES	120,750	
MAINTENANCE	14,000	
CONTRACTUAL SERVICES	477,948	
CAPITAL EQUIPMENT	171,951	
DEBT SERVICE	153,515	
<b>STREET</b>		
PERSONNEL SERVICES	1,287,733	
COM FEES & EXPENSE	500	
COMMODITIES	214,100	
MAINTENANCE	284,500	
CONTRACTUAL SERVICES	360,235	
CAPITAL EQUIPMENT	886,700	
<b>BUILDING &amp; GROUNDS</b>		
PERSONNEL SERVICES	41,330	
COMMODITIES	14,940	
MAINTENANCE	65,000	
CONTRACTUAL SERVICES	4,000	
CAPITAL EQUIPMENT	157,200	
<b>BUS</b>		
PERSONNEL SERVICES	30,097	
COM FEES & EXPENSE	200	
COMMODITIES	11,550	
MAINTENANCE	5,300	
CONTRACTUAL SERVICES	2,400	
<b>CABLE COMMISSION</b>		
PERSONNEL SERVICES	16,623	
COM FEES & EXPENSE	1,150	
COMMODITIES	3,060	
MAINTENANCE	1,440	
CONTRACTUAL SERVICES	-	
CAPITAL EQUIPMENT	7,200	
<b>BUILDING</b>		
PERSONNEL SERVICES	476,819	
COMMODITIES	30,800	
MAINTENANCE	14,000	
CONTRACTUAL SERVICES	154,178	
CAPITAL EQUIPMENT	47,000	
<b>COMMUNITY DEVELOPMENT</b>		
PERSONNEL SERVICES	191,574	
COMMODITIES	139,650	
MAINTENANCE	2,000	
CONTRACTUAL SERVICES	87,845	
CAPITAL EQUIPMENT	694,700	
<b>TOTAL</b>	<b>7,170,574</b>	<b>1,505,641</b>

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

CITY OF OAK FOREST  
 ANNUAL TAX LEVY ORDINANCE  
 FIRE PROTECTION

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
FIRE		
PERSONNEL SERVICES	3,391,507	
COM FEES & EXPENSE	500	
COMMODITIES	226,870	
MAINTENANCE	219,300	
CONTRACTUAL SERVICES	844,567	
CAPITAL EQUIPMENT	929,189	
 TOTAL	 <u>5,611,933</u>	 <u>970,911</u>

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

CITY OF OAK FOREST  
 ANNUAL TAX LEVY ORDINANCE  
 POLICE PROTECTION

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
POLICE		
PERSONNEL SERVICES	5,944,055	
COM FEES & EXPENSE	2,500	
COMMODITIES	363,537	
MAINTENANCE	124,160	
CONTRACTUAL SERVICES	1,275,082	
CAPITAL EQUIPMENT	655,667	
TOTAL	<u>8,365,001</u>	<u>1,461,993</u>

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

CITY OF OAK FOREST  
 ANNUAL TAX LEVY ORDINANCE  
 ESDA

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
	<u>                    </u>	<u>                    </u>
ESDA		
PERSONNEL SERVICES	22,981	
COM FEES & EXPENSE	300	
COMMODITIES	12,925	
MAINTENANCE	22,972	
CONTRACTUAL SERVICES	2,700	
CAPITAL EQUIPMENT	-	
TOTAL	<u>61,878</u>	<u>14,483</u>

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

CITY OF OAK FOREST  
 ANNUAL TAX LEVY ORDINANCE  
 POLICE PENSION FUND

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
POLICE PENSION		
PERSONNEL SERVICES	3,300,000	
COM FEES & EXPENSE	-	
COMMODITIES	35,000	
MAINTENANCE	-	
CONTRACTUAL SERVICES	100,000	
CAPITAL EQUIPMENT	-	
TOTAL	<u>3,435,000</u>	<u>4,073,428</u>

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

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

<b>DESCRIPTION</b>	<b>AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS</b>	<b>AMOUNT LEVIED IN DOLLARS</b>
FIRE PENSION		
PERSONNEL SERVICES	2,000,000	
COM FEES & EXPENSE	-	
COMMODITIES	35,000	
MAINTENANCE	-	
CONTRACTUAL SERVICES	100,000	
CAPITAL EQUIPMENT	-	
<b>TOTAL</b>	<u><u>2,135,000</u></u>	<u><u>1,878,647</u></u>

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

CITY OF OAK FOREST  
 ANNUAL TAX LEVY ORDINANCE  
 IMRF

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
IMRF		
AMINISTRATION	60,413	
FIRE	4,414	
POLICE	49,915	
STREET	75,926	
BUILDINGS & GROUNDS	-	
BUILDING	23,726	
COMMUNITY DEVELOPMENT	12,050	
TOTAL	<u>226,444</u>	<u>226,444</u>

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

CITY OF OAK FOREST  
 ANNUAL TAX LEVY ORDINANCE  
 FICA

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
FICA		
AMINISTRATION	70,578	
FIRE	81,267	
POLICE	144,426	
STREET	91,651	
EMA	1,758	
BUILDING & GROUNDS	3,162	
COMMUNITY BUS	2,302	
CABLE COMMISSION	1,272	
BUILDING	36,477	
COMMUNITY DEVELOPMENT	14,655	
TOTAL	<u>447,548</u>	<u>447,548</u>

CITY OF OAK FOREST  
 ANNUAL TAX LEVY ORDINANCE  
 LIABILITY INSURANCE FUND

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
INSURANCE		
AMINISTRATION	267,757	
FIRE	409,110	
POLICE	523,738	
STREET	145,111	
ESDA	1,043	
BUS	-	
TOTAL	<u>1,346,759</u>	<u>1,346,759</u>

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

CITY OF OAK FOREST  
ANNUAL TAX LEVY ORDINANCE  
AUDIT FUND

DESCRIPTION	AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE IN DOLLARS	AMOUNT LEVIED IN DOLLARS
AUDIT EXPENDITURES	15,158	
TOTAL	<u>15,158</u>	<u>15,158</u>

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

GRAND TOTAL	<u>28,815,295</u>	<u>11,941,012</u>
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CITY OF OAK FOREST  
ANNUAL LEVY  
TAX RECAPITULATION

	2023 FINAL ASSESSED VALUATION= 648,100,850		2024 PROJECTED ASSESSED VALUATION= 648,100,850	
	AMOUNT LEVIED	2023 TAX RATE	AMOUNT LEVIED	2024 EST TAX RATE
GENERAL CORPORATE	871,374	0.1345%	1,505,641	0.2323%
POLICE PROTECTION	1,445,131	0.2230%	1,461,993	0.2256%
FIRE PROTECTION	927,483	0.1431%	970,911	0.1498%
IMRF	226,120	0.0349%	226,444	0.0349%
FICA	387,307	0.0598%	447,548	0.0691%
EMA	15,968	0.0025%	14,483	0.0022%
MUNICIPAL BONDS & INT.	1,232,910	0.1902%	-	0.0000%
	-			
POLICE PENSION FUND	3,657,167	0.5643%	4,073,428	0.6285%
FIRE PENSION FUND	1,716,920	0.2649%	1,878,647	0.2899%
AUDIT	15,613	0.0024%	15,158	0.0023%
LIABILITY INSURANCE	1,364,306	0.2105%	1,346,759	0.2078%
<b>TOTAL</b>	<b>11,860,299</b>	<b>1.830%</b>	<b>11,941,012</b>	<b>1.8425%</b>

**DATE:** DECEMBER 10<sup>TH</sup>, 2024  
**TO:** HONORABLE MAYOR HENRY L. KUSPA AND OAK FOREST CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR TIMOTHY J. KRISTIN  
**SUBJECT:** APPROVAL OF RESOLUTION 2024-12-0465R, APPROVING A POST-EMPLOYMENT HEALTHCARE FUNDING PLAN (VEBA) FOR THE OAK FOREST POLICE DEPARTMENT

In July 2013, the City Council approved the PD VEBA plan document, which is a trust used to hold plan assets for the purpose of providing employee post-employment health benefits. The Police Department Board of Trustees has approached the city with a request to add an additional trust agreement in addition to the existing plan. The main difference with the proposed plan to the existing plan allows for members to pass on accrued benefits to designated beneficiaries in addition to their spouse. All VEBA payments by Oak Forest Police Department members will be placed into the new trust moving forward.

**ACTION REQUESTED**

Approval of Resolution authorizing amendment to the Oak Forest PD VEBA Plan.

**RECOMMENDATION**

Approve the amendment since it does not financially impact the city. The change allows employees who separate from the City to be eligible to be reimbursed for the VEBA benefits as permitted by applicable law.

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CITY OF OAK FOREST

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RESOLUTION NO. 2024-12-0465R

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A RESOLUTION APPROVING A POST RETIREMENT HEALTHCARE FUNDING PLAN

Passed by the City Council, \_\_\_\_\_, 2024

Printed and Published, \_\_\_\_\_, 2024

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

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

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

---

City Clerk

RESOLUTION NO. 2024-12-0465R

WHEREAS, the City of Oak Forest (The "Sponsoring Entity") is an Illinois home rule municipal corporation: and

WHEREAS, the Illinois Public Pension Fund Association ("IPPFA") has created a Post Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offer the Plan for adoption by governmental employers for the benefit of their respective employees and beneficiaries: and

WHEREAS, The City of Oak Forest adopted City of Oak Forest Resolution No. 2013-07-0207R9 (attached to as exhibit A); establishing the City of Oak Forest RHF Welfare Benefit Plan; and

WHEREAS, the Metropolitan Alliance of Police Chapter 624 wishes to amend the existing plan that was established on May 1<sup>st</sup>, 2013 and enact in addition a new Retiree Healthcare Funding Plan 115 Trust agreement; and

WHEREAS, IPPFA has created for execution the City of Oak Forest, the City of Oak Forest Retirement Healthcare Funding 501(C) (9) 115 Trust agreement (attached hereto as Exhibit B), and the corresponding Specifications document (attached hereto as Exhibit C): and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or the Beneficiaries: and

WHEREAS, IPPFA, on behalf of Sponsoring Entities that adopt and maintain the Plan, has provide for coordinated investment management and administrative services for the accumulation phase of the Plan with Babbitt Municipalities, Inc.; and

WHEREAS, the Sponsoring Entity has employees rendering valuable services to the Sponsoring Entity and has, upon due deliberation, concluded that it is in the best interest of the City of Oak Forest, its residents, and the affected employees to adopt and administer the Plan on behalf of such employees of Sponsoring Entity's police department who are subject to a Collective Bargaining Agreement with the Sponsoring Entity (as specified in the specifications document) and have been designated as a covered class by the employer in order to allow such employees to provide for their retirement security and the serve the interest of the Sponsoring Entity in attracting and retaining competent personnel: and

WHEREAS; the Sponsoring Entity, in conjunction with the Metropolitan Alliance of Police of Forest Police Chapter (the "Union"), has created and executed a Memorandum of Understanding under Section 17.5 of the Collective Bargaining Agreement between the Sponsoring Entity and the union dated November 12, 2024, wherein said Memorandum of Understanding provides the procedure for deferring compensation to the Plan, a copy of said Memorandum attached hereto as Exhibit A; and

WHEREAS; the Sponsoring Entity has found the IPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the Sponsoring Entity and its employees who participate in the Plan: and

WHEREAS; the Sponsoring Entity has the legal authority to take the actions contemplated by this Resolution.

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

A RESOLUTION APPROVING A POST RETIREMENT HEALTHCARE FUNDING PLAN

shall be, and is hereby, adopted as follows:

Section 1. The Sponsoring Entity hereby adopts and approves the 115 Trust Agreement Retiree healthcare funding plan and the corresponding specifications document, and the Memorandum of Understanding, all of which may be amended from time to time to comply with any changes in applicable laws, rules, and regulation or as otherwise necessary or appropriate.

Section 2. The Sponsoring Entity hereby authorizes the City Administrator to execute for and on its behalf the 115 Trust Agreement Retiree healthcare funding plan, corresponding specifications document and Memorandum of Understanding, and all other documents necessary to the organizing and operation of the Plan, all of which may be amended from time to time to comply with any changes in applicable law, rules, and regulations or as otherwise necessary or appropriate;

Section 3. The Sponsoring Entity hereby appoints State Street Bank and Trust as passive trustee of the Plan pursuant to its trustee agreement with Transamerica Retirement Solutions.

Section 4. The administrator (as specified in the Specifications document) or his designee shall be the coordinator for the programs; shall receive necessary reports, notices, etc. from BMI and TransAmerica Retirement Solutions; and may assign administrative duties to carry out the Plan to the appropriate departments.

Section 5. This Resolution shall be in full force and effect from and after its passage, approval, and publication, as provided by law.

ADOPTED

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

APPROVED By Mayor

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

---

HENRY L. KUSPA, MAYOR

ATTEST:

---

NICOLE TORMEY, CITY CLERK

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

CITY OF OAK FOREST

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RESOLUTION NO. 2024-12-0465R

---

A RESOLUTION APPROVING A POST RETIREMENT HEALTHCARE FUNDING PLAN

Passed by the City Council, \_\_\_\_\_, 2024

Printed and Published, \_\_\_\_\_, 2024

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

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

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

---

City Clerk

RESOLUTION NO. 2024-12-0465R

WHEREAS, the City of Oak Forest (The "Sponsoring Entity") is an Illinois home rule municipal corporation: and

WHEREAS, the Illinois Public Pension Fund Association ("IPPFA") has created a Post Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offer the Plan for adoption by governmental employers for the benefit of their respective employees and beneficiaries: and

WHEREAS, The City of Oak Forest adopted City of Oak Forest Resolution No. 2013-07-0207R9 (attached to as exhibit A); establishing the City of Oak Forest RHF Welfare Benefit Plan; and

WHEREAS, the Metropolitan Alliance of Police Chapter 624 wishes to amend the existing plan that was established on May 1<sup>st</sup>, 2013 and enact in addition a new Retiree Healthcare Funding Plan 115 Trust agreement; and

WHEREAS, IPPFA has created for execution the City of Oak Forest, the City of Oak Forest Retirement Healthcare Funding 501(C) (9) 115 Trust agreement (attached hereto as Exhibit B), and the corresponding Specifications document (attached hereto as Exhibit C): and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or the Beneficiaries: and

WHEREAS, IPPFA, on behalf of Sponsoring Entities that adopt and maintain the Plan, has provide for coordinated investment management and administrative services for the accumulation phase of the Plan with Babbitt Municipalities, Inc.; and

WHEREAS, the Sponsoring Entity has employees rendering valuable services to the Sponsoring Entity and has, upon due deliberation, concluded that it is in the best interest of the City of Oak Forest, its residents, and the affected employees to adopt and administer the Plan on behalf of such employees of Sponsoring Entity's police department who are subject to a Collective Bargaining Agreement with the Sponsoring Entity (as specified in the specifications document) and have been designated as a covered class by the employer in order to allow such employees to provide for their retirement security and the serve the interest of the Sponsoring Entity in attracting and retaining competent personnel: and

WHEREAS; the Sponsoring Entity, in conjunction with the Metropolitan Alliance of Police of Forest Police Chapter (the "Union"), has created and executed a Memorandum of Understanding under Section 17.5 of the Collective Bargaining Agreement between the Sponsoring Entity and the union dated November 12, 2024, wherein said Memorandum of Understanding provides the procedure for deferring compensation to the Plan, a copy of said Memorandum attached hereto as Exhibit A; and

WHEREAS; the Sponsoring Entity has found the IPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the Sponsoring Entity and its employees who participate in the Plan: and

WHEREAS; the Sponsoring Entity has the legal authority to take the actions contemplated by this Resolution.

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

**A RESOLUTION APPROVING A POST RETIREMENT HEALTHCARE FUNDING PLAN**

shall be, and is hereby, adopted as follows:

Section 1. The Sponsoring Entity hereby adopts and approves the 115 Trust Agreement Retiree healthcare funding plan and the corresponding specifications document, and the Memorandum of Understanding, all of which may be amended from time to time to comply with any changes in applicable laws, rules, and regulation or as otherwise necessary or appropriate.

Section 2. The Sponsoring Entity hereby authorizes the City Administrator to execute for and on its behalf the 115 Trust Agreement Retiree healthcare funding plan, corresponding specifications document and Memorandum of Understanding, and all other documents necessary to the organizing and operation of the Plan, all of which may be amended from time to time to comply with any changes in applicable law, rules, and regulations or as otherwise necessary or appropriate;

Section 3. The Sponsoring Entity hereby appoints State Street Bank and Trust as passive trustee of the Plan pursuant to its trustee agreement with Transamerica Retirement Solutions.

Section 4. The administrator (as specified in the Specifications document) or his designee shall be the coordinator for the programs: shall receive necessary reports, notices, etc. from BMI and TransAmerica Retirement Solutions; and may assign administrative duties to carry out the Plan to the appropriate departments.

Section 5. This Resolution shall be in full force and effect from and after its passage, approval, and publication, as provided by law.

ADOPTED

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

APPROVED By Mayor

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

---

HENRY L. KUSPA, MAYOR

ATTEST:

---

NICOLE TORMEY, CITY CLERK

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



## City Council Agenda Memo

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**DATE:** July 15, 2013

**TO:** Mayor Henry L. Kuspa and the Oak Forest City Council

**FROM:** City Clerk Scott Burkhardt

**SUBJECT:** Approval of Voluntary Employees Beneficiary Association (VEBA) Plan  
Oak Forest Police Department  
Resolution No. 2013-07-0207R

In the most recent collective bargaining agreement with the Oak Forest police department officers represented by the Metropolitan Alliance of Police, the contract included a provision that in the future discussions would be held between the officers and the City concerning future retiree health insurance. The direct conclusion of this process has developed a Voluntary Employee Beneficiary Association (VEBA) plan which is desired by the officers, and also provides some advantages for the city to support.

This Police VEBA request is similar in most, if not all, aspects to the VEBA the City currently funds for the Firefighters. However, to understand the basis for the VEBA request, *investopedia.com* offers the following as a definition, and explanation, of a VEBA plan:

*'A tax-free post-retirement medical expense account used by retirees and their eligible dependents to pay for any eligible medical expenses. The plan is funded by the amount of unused sick leave that an employee has at the time of retirement, which is contributed by the employer to the plan. The benefit of this plan is the amount of sick leave left at retirement is paid out in full to the plan and is not subject to tax, which would reduce the amount one would receive.'*

*[Of note, the proposed OFPD VEBA also indicates use of the employee's retirement bonus, vested but unused vacation days, and vested but unused holiday-vacation days as well as unused accumulated sick leave for the funding component.]*

*VEBA plans are considered to be welfare benefit plans under federal tax law and are tax exempt under Section 501(c)(9) of the Internal Revenue Code. Contributions to a VEBA are therefore tax-deductible and the funds grow tax-deferred. There are no tax penalties for early distribution from the VEBA, and assets are protected from creditors.*

*Employers must first obtain a letter of determination from the IRS for their plan to be considered a VEBA for federal income tax purposes. VEBA's are subject to some aspects of the Employee Retirement Income Security Act (ERISA); however, they are not considered to be qualified retirement plans. For example, unlike 401(k) or 403(b) plans, participant withdrawals from a VEBA are not taxable if made before age 59.5. And, withdrawals from a VEBA are not required to begin at age 70.5.'*



# City Council Agenda Memo

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Mayor Kuspa and City Council  
July 15, 2013  
OFPD VEBA – 2013-07-0207R  
Page 2

City Legal Counsel Scott Uhler reviewed all following VEBA documents, and also prepared a July 2, 2013 memorandum concerning same. Within the body of the memo, Counsel Uhler has indicated the plan documents for the OFPD VEBA are legally sufficient. Additionally, three options for implementation of the OFPD VEBA plan are discussed; the second option being the preferred alternative with the Union entering directly into an Administrative Services Agreement with Babbitt Municipalities, Inc. (BMI).

Attached for review and information are the following documents:

- 1) Counsel Uhler's July 2, 2014 Memorandum;
- 2) Resolution No.2013-07-0205R Approving the Post-Retirement Healthcare Funding Plan;
- 3) Exhibit 'A' – City of Oak Forest RHF Plan/Welfare Benefit Plan;
- 4) Exhibit 'B' – City of Oak Forest Retirement Healthcare Funding 501( c)(9) Trust Agreement;
- 5) Exhibit 'C' – City of Oak Forest Retiree Health Care Funding Plan & Trust;
- 6) Exhibit 'D' – Memorandum of Understanding (including the Administrative Services Agreement between the Union and BMI)

Based upon the review and approval of Counsel Uhler, I recommend Council approval of Resolution No. 2013-07-0207R, which also includes by reference Exhibits A through D detailed above.

Thank you for your consideration of this matter.

**RESOLUTION APPROVING POST RETIREMENT  
HEALTHCARE FUNDING PLAN**

**WHEREAS**, the City of Oak Forest (the "Sponsoring Entity") is an Illinois home rule municipal corporation; and

**WHEREAS**, the Illinois Public Pension Fund Association ("IPPFA") has created a Post Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by governmental employers for the benefit of their respective employees and beneficiaries; and

**WHEREAS**, IPPFA has created for execution the City of Oak Forest RHF Welfare Benefit Plan (attached hereto as Exhibit A), the City of Oak Forest Retirement Healthcare Funding 501(c)(9) Trust Agreement (attached hereto as Exhibit B), and the corresponding Specifications document (attached hereto as Exhibit C); and

**WHEREAS**, IPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement between Babbitt Municipalities, Inc. ("BMI") and the Metropolitan Alliance of Police Oak Forest Police Chapter (the "Union"), pursuant to which Diversified Investment Advisors has been appointed to provide certain record keeping and administrative services with respect to the Plan; and

**WHEREAS**, the Sponsoring Entity has employees rendering valuable services to the Sponsoring Entity and has, upon due deliberation, concluded that it is in the best interests of the City of Oak Forest, its residents, and the affected employees to adopt and administer the Plan on behalf of such employees of Sponsoring Entity's police department who are subject to a Collective Bargaining Agreement with the Sponsoring Entity (as specified in the Specifications document) and have been designated as a covered class by the employer (as specified in Specifications document) in order to allow such employees to provide for their retirement

security and to serve the interest of the Sponsoring Entity in attracting and retaining competent personnel; and

**WHEREAS**, the Sponsoring Entity, in conjunction with the Union, has created for execution a Memorandum of Understanding under Section 17.5 of the Collective Bargaining Agreement between the Sponsoring Entity and the Union, dated May 25, 2011, wherein said Memorandum of Understanding provides (a) that the Union shall undertake all activities required for the administration of the Plan, including, but not limited to, entering into the Services Agreement with BMI, (b) that the Union shall hold the Sponsoring Entity harmless for any liability associated with the administration of the Plan, and (c) the procedure for deferring compensation to the Plan (a copy of said Memorandum attached hereto as Exhibit D); and

**WHEREAS**, the Sponsoring Entity has found the IPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the Sponsoring Entity and its employees who participate in the Plan; and

**WHEREAS**, the Sponsoring Entity has the legal authority to take the actions contemplated by this Resolution.

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

**Section 1:** The Sponsoring Entity hereby adopts and approves the City of Oak Forest RHF Welfare Benefit Plan, the City of Oak Forest Retirement Healthcare Funding 501(c)(9) Trust Agreement, the corresponding Specifications document, and the Memorandum of Understanding, all of which may be amended from time to time to comply with any changes in applicable laws, rules, and regulations or as otherwise necessary or appropriate;

**Section 2:** The Sponsoring Entity hereby authorizes the City Administrator to execute for and on its behalf the City of Oak Forest RHF Welfare Benefit Plan, the City of Oak Forest Retirement Healthcare Funding 501(c)(9) Trust Agreement, the corresponding Specifications document, the Memorandum of Understanding, and all other documents necessary to the

organization and operation of the Plan, all of which may be amended from time to time to comply with any changes in applicable laws, rules, and regulations or as otherwise necessary or appropriate;

**Section 3:** The Sponsoring Entity hereby appoints State Street Bank and Trust as passive trustee of the Plan pursuant to its trustee agreement with Diversified Investment Advisors.

**Section 4:** The Administrator (as specified in the Specifications document) or his designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from BMI, the Union, and Diversified Investment Advisors; and may assign administrative duties to carry out the Plan to the appropriate departments.

**Section 5:** This Resolution shall be in full force and effect from and after its passage, approval, and publication, as provided by law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 23<sup>RD</sup> day of JULY, 2013.

APPROVED by me this 23<sup>RD</sup> day of JULY, 2013.

Henry L. Kuspa  
Henry L. Kuspa,  
Mayor

ATTEST:

Scott Burkardt  
Scott Burkardt, ACTING  
City Clerk

Alderman	Aye	Nay	Abstain	Absent
Laura Clemons First Ward	✓			
Richard D. Simon Second Ward	✓			
Diane Wolf Third Ward	✓			
Chuck Toland Fourth Ward	✓			
Dan Ensing Fifth Ward	✓			
James Hortsman Sixth Ward	✓			
Mark Keating Seventh Ward				✓

**CITY OF OAK FOREST POLICE DEPARTMENT**

**RETIREE DEATH BENEFITS PLAN**

# RETIREE DEATH BENEFITS PLAN

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# RETIREE DEATH BENEFITS PLAN

## ARTICLE I

### Preamble

THIS INSTRUMENT made and published by the City of \_\_\_\_\_, Illinois (hereinafter called "Employer") on the \_\_\_ day of November, 2024 creates the City of \_\_\_\_\_ Retiree Death Benefits Plan, as follows:

#### 1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Death Benefits Plan as of the \_\_\_\_\_ day of November, 2024.

#### 1.02 Purpose of Plan

This Plan has been established to pay to the Beneficiaries of the deceased eligible Retirees of the Employer a death benefit amount equal to the Employer reversion amount paid to the Employer pursuant to the Employer's Retirement Healthcare Funding Plan with NPPFA.

## ARTICLE II

### Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

**2.01 "Beneficiary"** means the person or persons who have been designated to receive the Retiree's death benefit payable pursuant to Section 4.01. A Retiree may designate any person or persons (who may be designated contingently or successively and who may be an entity other than a natural person) as his Beneficiary or Beneficiaries to whom the Retiree's death benefit is paid. Each Beneficiary designation shall be in the form prescribed by the Plan Administrator and will be effective only when filed with the Plan Administrator during the Retiree's lifetime. Each Beneficiary designation filed with the Plan Administrator will cancel all Beneficiary designations previously filed with the Plan Administrator. If any Retiree fails to properly designate a Beneficiary in the manner provided above, or if the Beneficiary designated by the Retiree dies before the Retiree, the default Beneficiary(ies) shall be the Retiree's heirs at law as if the Retiree died in intestate as an Illinois resident.

**2.02 "Employer"** means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.

**2.03 "Entry Date"** means the first day the Participant meets the eligibility requirements of Article III as of such Date.

**2.04** "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.

**2.05** "Plan Administrator" means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

**2.06** "Plan Year" means the annual accounting period of the Plan, which begins on the 18th day of August, 2014, and ends on the 31st day of December, 2014, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on January 1st, and ends on December 31st.

**2.07** "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's Retirement Healthcare Funding Plan.

### **ARTICLE III**

#### **Eligibility**

Each Retiree who meets the eligibility requirements outlined in the Employer's Retirement Healthcare Funding Plan shall be eligible to participate in this Plan.

### **ARTICLE IV**

#### **Amount of Benefits**

##### **4.01 Death Benefit Provided by the Plan**

Each Participant's Beneficiary(ies) shall be entitled to a payment upon the death of the Participant in the amount of the account balance of the Participant in the Employer's Retirement Healthcare Funding Plan that is forfeited to the Employer pursuant to the terms of the Employer's Retirement Healthcare Funding Plan.

##### **4.02 Cost of Coverage**

The expense of providing the benefits set out in Section 4.01 shall be contributed solely from the forfeiture amounts actually paid to the Employer with respect to the Retiree pursuant to the Employer's Retirement Healthcare Funding Plan.

## **ARTICLE V**

### Payment of Benefits

#### **5.01 Eligibility for Benefits**

- (a) Each Participant in the Plan shall be entitled to a death benefit hereunder on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V.
- (b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's Specification Document.

#### **5.02 Claims for Benefits**

No benefit shall be paid hereunder unless a Beneficiary has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Beneficiary the benefits provided under this Plan as soon as is administratively feasible.

## **ARTICLE VI**

### Plan Administration

#### **6.01 Allocation of Authority**

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;

To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and

To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.

To require any person to furnish such reasonable information as it may request for the purpose of the

proper administration of the Plan as a condition to receiving any benefits under the Plan;

To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

#### **6.02 Provision for Third-Party Plan Service Providers**

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

#### **6.03 Several Fiduciary Liability**

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

#### **6.04 Compensation of Plan Administrator**

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

#### **6.05 Bonding**

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

#### **6.06 Payment of Administrative Expenses**

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer.

#### **6.07 Timeliness of Payment for Benefits**

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

### **ARTICLE VII**

## Claims Procedure

### **7.01 Procedure if Benefits are Denied Under the Plan**

Any Beneficiary, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Beneficiary to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

### **7.02 Requirement for Written Notice of Claim Denial**

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- (d) An explanation of the Plan's claim review procedure.

### **7.03 Right to Request Hearing on Benefit Denial**

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

### **7.04 Disposition of Disputed Claims**

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the

claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

#### **7.05 Preservation of Other Remedies**

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

### **ARTICLE VIII**

#### **Amendment or Termination of Plan**

##### **8.01 Permanency**

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

##### **8.02 Employer's Right to Amend**

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

##### **8.03 Employer's Right to Terminate**

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

### **ARTICLE IX**

#### **General Provisions**

##### **9.01 No Employment Rights Conferred**

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

### **9.02 Nonalienation of Benefits**

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

### **9.03 Mental or Physical Incompetency**

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

### **9.04 Inability to Locate Payee**

If the Plan Administrator is unable to make payment to any Beneficiary or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Beneficiary or other person after reasonable effort have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Beneficiary or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Beneficiary or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

### **9.05 Requirement of Proper Forms**

All communications in connection with the Plan made by a Participant or Beneficiary shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

### **9.06 Source of Payments**

The amounts actually forfeited to the Employer with respect to an individual Participant pursuant to the Employer's Retirement Healthcare Funding Plan. No Participant or Beneficiary shall have any right to, or interest in, any assets of the Employer, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Beneficiary.

**9.07 Tax Effects**

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Beneficiary hereunder will be treated as includible in gross income for federal or state income tax purposes.

**9.08 Multiple Functions**

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

**9.09 Gender and Number**

Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

**9.10 Headings**

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

**9.11 Applicable Laws**

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Illinois.

**9.12 Severability**

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER:

By: \_\_\_\_\_  
Signature of Authorized Official

Title: \_\_\_\_\_

ATTEST (if applicable)

By: \_\_\_\_\_  
Signature of Attestor

Title: \_\_\_\_\_

**115 TRUST AGREEMENT  
RETIREE HEALTHCARE FUNDING PLAN**

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**CITY OF OAK FOREST**

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

**CITY OF OAK FOREST  
RETIREE HEALTHCARE FUNDING PLAN**

**115 TRUST AGREEMENT**

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**CITY OF OAK FOREST  
RETIREE HEALTHCARE FUNDING**

**115 TRUST AGREEMENT**

THIS AGREEMENT is hereby established by CITY OF OAK FOREST

WITNESSETH THAT:

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the CITY OF OAK FOREST has previously or concurrently adopted the CITY OF OAK FOREST Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 115 of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

**ARTICLE I**

**TRUST AND TRUST FUND**

**1.1 NAME OF TRUST**

This Trust shall be entitled CITY OF OAK FOREST Retiree Healthcare Funding Plan 115 Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

## 1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

## 1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

# ARTICLE II

## PLAN

### 2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

# ARTICLE III

## ADMINISTRATOR

### 3.1 APPOINTMENT OF ADMINISTRATOR

**Babbitt Municipalities, Inc.** is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

### 3.2 DIRECTIONS TO TRUSTEE

- (a) All directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.
- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

### 3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

## ARTICLE IV

### CONTRIBUTIONS

#### 4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

## ARTICLE V

### TRUSTEE

#### 5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with any "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;
- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;
- (c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

## 5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with any “Funding Policy and Method”, the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee’s fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.
- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

### 5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;
- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);

- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;
- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;
- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 115 trust as permitted by the Code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

#### 5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

#### 5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

#### 5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

#### 5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

#### 5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

## 5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

## 5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:
  - (1) statement of the assets and liabilities of the Plan;
  - (2) statement of changes in net assets available to the Plan;
  - (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;

- (4) a list of all leases in default or uncollectible during the Plan Year;
- (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

#### 5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.
- (d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

## ARTICLE VI

### AMENDMENT, TERMINATION AND MERGERS

#### 6.1 AMENDMENT

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement.

#### 6.2 TERMINATION OF TRUST BY PARTY(S)

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

#### 6.3 MERGER, CONSOLIDATION OR TRANSFER

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by the Code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

## 6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 115. The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

## ARTICLE VII

### MISCELLANEOUS

#### 7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under the governmental authority provided by IRC Section 115, as amended from time to time.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

#### 7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

#### 7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction

to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

#### 7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

#### 7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### 7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

#### 7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

#### 7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the

provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

#### 7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

#### 7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

#### 7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

#### 7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its

discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

#### 7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

#### 7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

**ARTICLE VIII**

**EXECUTION**

**8.1 SIGNATURES**

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this \_\_\_\_ day of 20\_\_.

(a) Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

(b) Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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



ALL GOOD THINGS CLOSE TO HOME

## CITY COUNCIL AGENDA MEMO

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**DATE:** DECEMBER 10 2024  
**TO:** MAYOR HENRY L. KUSPA AND THE OAK FOREST CITY COUNCIL  
**FROM:** JASON J. REID, CHIEF OF POLICE  
**SUBJECT:** DACRA TECH, LLC CONTRACT AMENDMENT

### **BACKGROUND**

DACRA Tech, LLC, formally Municipal Systems (MSI), has been the City of Oak Forest vendor for parking and Local Ordinance (LO) ticket administration software for several years. On June 13, 2023, the City approved the contract with DACRA to continue administering our citation systems. As part of this service, they provide us with computer software and maintenance which organizes, collects and disseminates required municipal ticket documentation. With the increase of online payments in the digital system, we are seeking to amend the current contract to add language as to the convenience fee. The fee would be absorbed by the violator instead of the City.

### **ACTION REQUESTED**

Approval of the amended contract with DACRA Tech, LLC.

### **RECOMMENDATION**

Implementation of the amended contract with DACRA Tech, LLC (included with the memo).

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**AMENDMENT #1  
TO  
MASTER SOFTWARE LICENSING AGREEMENT  
DACRA TECH MUNICIPAL ENFORCEMENT SYSTEM  
VILLAGE OF OAK FOREST**

This Amendment #1 (the "Amendment #1") is dated, November 19, 2024 and shall be effective when fully executed, (the "Amendment #1 Effective Date"), by and among Dacra Tech LLC ("DACRA") and the Village of Oak Forest ("Municipality"), parties to the Master Software Licensing Agreement for Dacra Tech's Municipal Enforcement System dated June 13, 2023 (the "Original Agreement").

**RECITALS**

**WHEREAS**, the Parties have mutually agreed to amend certain terms and conditions of the Original Agreement, specifically the following paragraphs as follows:

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within Exhibit B (the "Services") and now adds Dacra Web-Pay Services.
3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within Exhibit C (the "Fees") and now adds Dacra Web-Pay Services.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date written below.

**Village of Oak Forest**  
An Illinois municipal corporation

**Dacra Tech, LLC**  
A Delaware limited liability company

\_\_\_\_\_

\_\_\_\_\_

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

Name: Dave Braner

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

Its: Chief Executive Officer

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

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

## EXHIBIT B

### SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module, Mobile State & Municipal e-Citation Module, and Police Patrol Management Module which have been deployed to the Municipality with the functionality stated hereunder, and shall now include:

#### **DACRA WEB-PAY SERVICES**

Dacra will ensure the web-pay service is set-up and configured for violator payments and municipal deposits in exchange for convenience fees and credit card processing fees. The Municipality agrees to hold Dacra harmless from any and all claims due to the acts or omissions of third parties related to the processing and payment of amounts due to the Municipality from credit card payments made through the website.

1. **System Set-Up:** Dacra will configure its website so that individuals may pay Dacra violation fines or permit fees owed to the Municipality by credit card, at that website. During the time that this Agreement and any extensions thereof are in effect, the Municipality agrees to maintain on its website, a link to the Dacra/VPCI website used for payment of fines and other fees which will accept payment by VISA and MasterCard.
2. **Municipal Deposits:** Monthly payment of amounts due to the Municipality will be made from the account established by Dacra/VPCI at the credit card payment processing bank via the wiring or electronic payment instructions provided by the Municipality.
3. **Convenience Fee:** Dacra/VPCI will charge a convenience fee identified below for each violation payment made via the Dacra website.
4. **Credit Card Processing Fee:** The credit card processing fee identified below shall be charged by the processing bank for any violation payment made via the Dacra website. The credit card processing fee percentage may be adjusted from time to time, as necessary, for increases or decreases by the processing bank.

**EXHIBIT C**  
**FEES PAID BY MUNICIPALITY**

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees included in the original amendment, as well as the additional Web-Pay fees below:

Dacra/VPCI Web Payment Services	Fees
<b>Convenience Fee – Charged for each transaction paid through the web pay service:</b> <input checked="" type="checkbox"/> Municipality requests the convenience fee be paid by violator. <input type="checkbox"/> Municipality requests the convenience fee be paid by municipality.	\$3.95 each
<b>Credit Card Processing Fee – Percentage of total fee charged to the payer's card used at the web pay service:</b> <input checked="" type="checkbox"/> Municipality requests the convenience fee be paid by violator. <input type="checkbox"/> Municipality requests the convenience fee be paid by municipality.	1.95%



# DACRA Municipal Enforcement System Quote

Municipality: **Village of Oak Forest, IL**

Prepared By: **Brandon Knox** brandon.knox@dacratech.com

Date: **June 2, 2023**

## DACRA Municipal Enforcement System Components (✓ Indicates feature is included in this quote)

Included	Module	Monthly Fees
✓	<b>Municipal Enforcement Adjudication Module</b> - Full Municipal Enforcement Adjudication Violation Tools - Local Ordinance/Compliance/Animal/Building Code Violations - Unpaid Utility/Ambulance Fee Violations - Complete Adjudication Hearing Management Tools - Variable Hearing Notices by Department - Hearing Room Management and FDO Issuance - Batch Process Hearing Officer Tools - Extensive Fine Management Tools - Complex Fine Structure Tracking - Online Payments with Partial Payment Capability	<b>\$1,500 Monthly Licensing Fee</b> + <b>*Monthly Usage Fee</b>
✓	<b>Mobile State &amp; Municipal e-Citation Module</b> - Mobile/In-Squad Printing of Municipal Adjudication Citations - "3-Click" Parking Tickets - Mobile/In-Squad Illinois UCC/Civil/Overweight Citations - LEADS Interface for Citation Auto-Population - Electronic County Citation transmittal via IUCS LEADER - TSS and Ped Stop Data Capture and S.O.S. Reporting - Extensive Data Analytics with Download Capability	<b>\$1,000 Monthly Licensing Fee</b> + <b>*Monthly Usage Fee</b>
✓	<b>Police Patrol Management Module</b> - Abandoned Vehicle Tagging and Tracking - Administrative Tow Management - Towed Vehicle/Impound Management - Night Parking Management - Crime Prevention Notices with Analytics - Officer Docs Document Retrieval System	<b>\$500 Monthly Fee</b>
<b>Total Monthly Licensing Fee For Selected Modules:</b>		<b>\$3,000</b>

### One-Time Fees

<i>Actual Fees Will Be Determined After Business Analysis Completed</i>	One-Time Fee
DACRA System Set-Up, Configuration, and Initial Training	Waived
DACRA standard interface to Tyler Tech transfer driver/vehicle data from CAD	Included
Use of DACRA APIs for data transfer	Included
Custom DACRA Integrations Requested	TBD

### Recurring Fees

<i>Monthly Licensing Fee + Monthly Usage Fee =</i>	Monthly Fee
<b>Monthly Licensing Fee – \$3000 For Adjudication, e-Citation, and Police Modules</b> - Year 1 – Execution – April 30 <sup>th</sup> , 2024 - \$650 Monthly Full System Discount - Year 2 – May 1 <sup>st</sup> , 2024 – April 30 <sup>th</sup> , 2025 - \$650 Monthly Full System Discount	<b>\$2,350</b> <b>\$2,350</b>
<b>Monthly Usage Fee – Calculated by Totaling Fees for Citations Issued That Month:</b> -Adjudication Citations Processed That Month – 500 included at no cost -State Citations Processed That Month – 500 included at no cost	<b>\$3 each</b> <b>\$1 each</b>

### Additional Considerations

<p>Please note that this limited time and community specific price quote is valid for 90 days from the above date and:</p> <ul style="list-style-type: none"> <li>⇒ Requires agency to have compatible hardware necessary to both access the web and print documents.</li> <li>⇒ Requires an initial term of 2 years, auto-renewable in 1-year terms at the then current rate.</li> <li>⇒ Includes a 90-Day cancellation clause for any reason.</li> <li>⇒ Custom training and development needs will be quoted and billed at the then current rate.</li> <li>⇒ A training Sandbox included up to 4 months after Go-Live. Extended Sandbox access licensing is \$100 per month.</li> </ul>
--

## DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this "Agreement") is dated \_\_\_\_\_ (the "Effective Date") by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, ("Dacra"), and City of Oak Forest (the "Municipality"), and together with DACRA collectively, the "parties").

### RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

### AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within Exhibit A (the "Master Terms and Conditions").

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within Exhibit B (the "Services").

3. Fees. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within Exhibit C (the "Fees").

4. Optional Fees. In exchange for the use of the Optional Services defined, the Municipality will be billed Fees as set forth within Exhibit D (the "Optional Fees").

5. Term. The term of this Agreement (the "Term") shall be two (2) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 120 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 120 days prior to the expiration of the term.

6. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

City of Oak Forest  
Attention: TBD  
15440 Central Avenue  
Oak Forest, IL. 60452  
Email: TBD

If to Dacra:

Dacra Tech, LLC  
Attention: Dave Braner, CEO  
707 Osterman Ave., Unit 1693  
Deerfield, IL. 60015  
Email: [David.Braner@Dacratech.com](mailto:David.Braner@Dacratech.com)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Dacra Tech, LLC**  
a Delaware limited liability company

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

Name (print):

Title:

Date:

**City of Oak Forest**  
an Illinois municipal corporation

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

Name:

Title:

Date

[Signature page to Master Software Licensing Agreement]

**EXHIBIT A**  
**MASTER TERMS AND CONDITIONS**

**A. Limited License Granted**

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “License”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

**B. Third-Party Agreements**

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**C. Data**

Municipality at all times will retain sole ownership of its Municipal Data. The term “Municipal Data” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**D. Dacra’s Intellectual Property**

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “Intellectual Property Rights” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

**E. Further Assurances**

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

#### **F. Pricing and Billing**

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

#### **G. Termination**

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

#### **H. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "LIMITATION OF LIABILITY"). MUNICIPALITY HEREBY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. DACRA IS HEREBY HELD HARMLESS FROM ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES RELATING TO THIS AGREEMENT TO THE EXTENT IN EXCESS OF THE LIMITATION OF LIABILITY.

#### **I. Other**

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.

- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

#### **J. Maintenance and Support**

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. **Continuity of Service.** Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) **MAJOR** - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
  - (ii) **MINOR** - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).
2. **Uptime Initiative.** Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

#### **K. Insurance Requirements**

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) **Professional Liability:** \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) **Worker's Compensation and Employers' Liability:** As required by Illinois law.
- (iv) **Umbrella Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

## EXHIBIT B

### SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module, Mobile State & Municipal e-Citation Module, and Police Patrol Management Module which will be deployed to the Municipality with the functionality stated hereunder.

## DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES – JANUARY 31, 2023

### Dacra System Architecture and Security

- **Architecture**
  - Web-based platform that works on standard hardware
  - .NET stack with SQL back end separated from the front end via entity framework services
  - Bi-directional sync data integration with IUCS LEADER
  - JSON APIs available as well as numerous government and public safety software system integrations
- **Security**
  - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
  - Criminal Justice Information Services (CJIS) compliant
  - Single Sign On (SSO) authentication available
    - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change
- **Hardware Required**
  - Requires Google Chrome/ Microsoft Edge access
  - Windows based devices required is utilizing LEADS integrated
  - iPads preferred for handheld ticketing
  - Compatible with either 4" or 8 ½" Printers

### Municipal Enforcement Adjudication Module

- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
  - Local Ordinance/Compliance/Animal/Building Code Ticketing
  - "3-Click" Parking Ticketing
  - Unpaid Utility/Ambulance Fee Violations
  - Citation Auditing and Tools
- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
  - Variable Hearing Notices by Department
  - Multiple Concerned Party Notification
  - Hearing Room Management and FDO Issuance
  - Batch Process Hearing Officer Tools
- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
  - Complex Fine Structure Tracking
  - Online Payments with Partial Payment Capability

## Mobile State and Municipal E-Citation Module

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- **State of Illinois E-Citations:**
  - Issue and print Illinois citations, updated to Administrative Office of Illinois Courts standards:
    - Illinois AOIC Compliant Electronic Uniform Citation
    - Illinois AOIC Compliant Electronic Overweight Citation
    - Illinois AOIC Compliant Electronic Civil Law Citation
    - Cook County "Y" Citation Format
  - Electronic County Transmittal via IUCS Leader Courts
  - County Citation Transmittal Forms for Select Circuit Courts
  
- **Mobile Municipal Enforcement Adjudication Citation Tools:**
  - Issue and print local ordinance citations:
    - Parking Citations -- Multiple entry methods to speed parking citation issuance
    - Animal -- Track animal specific information with violator history available
    - Compliance Violations -- Department specific ordinance compliance citations
    - Tow Ticketing -- Issue administrative tow seizure and hearing notices
    - Legacy Tickets -- Historical citation data can be imported for violation payment
  
- **CAD LEADS Integration:** Dacra integrates with your CAD vendor to allow citation auto-population of driver and vehicle data from the Dacra LEADS queue.
  
- **Additional Citation Features:**
  - Easily create additional "companion" violations for the same violator with one click
  - Agency defined mandatory field completion
  - Statute/Ordinance "Easy Search" Functionality
  - Offense location and respondent GPS mapping tools
  - Citation digital evidence record storage
  - Extensive citation data analytics and mapping capability
  
- **Illinois TSS/RP and Pedestrian Stop Data Collection:**
  - Easily collect traffic stop data to reduce entry time and generate Illinois S.O.S Reports for uploading.
  - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.
  
- **Violator History Reports:**
  - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
  - Effectively manage expungements for violations as required by state and local rules.
  
- **Hand-Held Ticketing:**
  - Dacra's "3 Click" Parking Ticket feature provides the industry's fastest way to accurately issue a parking violation via tablets complete with photo evidence.

## Police Patrol Management Module

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- **Towed Vehicle Management Tools**
  - **Abandoned Vehicle Tracking:** Identify and track abandoned vehicles with required notices and follow-up reports.
  - **Police Tow and Impound Inventory Management:** Create and process tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
  - **Administrative Tows:** Dacra manages tow and violation data from the issuance of the seizure/administrative hold, through payment, and into the hearing, ensuring violator due process and reducing department risk.

- **Tow Holds:** Tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the Investigative, insurance, DUI and other such holds are removed.
- **Officer Docs:** Store, issue, and print single use documents used for in the patrol environment from the squad.
- **Crime Prevention Notices:** Customize, issue, and track Crime Prevention Notices to communicate areas of concern to residents. Extract data later to send notices to residents that need to be aware of community concerns.
- **Night Parking Permits:** Issue night park permits online via secure algorithm. Provide real-time notification of night park permits to officers, ensuring a seamless, convenient process for the parker, and the officer.

### **DACRA 3<sup>rd</sup> Party Integrations**

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- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3<sup>rd</sup> party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

**EXHIBIT C**  
**FEES PAID BY MUNICIPALITY**

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Service Set-Up Fee, Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. **Service Set-Up Fee:** In exchange for the set-up and configuration of the Services, and upon execution of this Agreement, the Municipality will pay a \$2,500 fee.
- B. **Monthly Service Fee:** In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed, the Monthly Usage Fee for citations issued that month:

<b>Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee</b>	<b>Monthly Service Fee</b>
<b>Monthly Licensing Fee – Adjudication, e-Citation, and Police Patrol Modules:</b>	
- Execution Date – April 30, 2025	\$2,350
<b>Monthly Usage Fee – Calculated by totaling fees for citations issued that month:</b>	
- Adjudication Citations Issued That Month – 500 included at no cost	\$3 each
- State Citations Issued That Month – 500 included at no cost	\$1 each

- C. **Integration Fee(s):** In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

<b>Interface</b>	<b>One-Time Fee</b>	<b>Monthly Maintenance Fee</b>
Dacra LEADS Interface w/ Tyler New World CAD	Waived	Waived
Use of Existing Dacra Integrations	TBD	TBD

**EXHIBIT D**  
**OPTIONAL SERVICES PROVIDED**

**I. Dacra Letter Processing and Mailing Service**

The optional Dacra Letter Processing and Mailing Service ensures all administrative adjudication notices and letters generated by the Service are processed and mailed on behalf of the Municipality as outlined below. In exchange for the use of Dacra Letter Processing and Mailing Services, Municipality will pay applicable fees hereunder:

- A. Municipality Letter Processing and Mailing Service Responsibility:
- Identify a Municipality staff liaison to work with the Dacra Liaison who shall be responsible for general communication with Dacra regarding the provision of processing and mailing services.
  - Ensure respondent information in citation records is accurate.
  - Ensure concerned parties' information is populated in the tow records.
  - Review "pre-lists" for quality control. Municipality may complete this step by 2:00 pm Central Time every Wednesday and Friday.
- B. Dacra Letter Processing and Mailing Service Responsibility:
- Dacra will provide Municipality access to the mail service portal to allow Municipality to view and monitor the sent mail and obtain verification of letters sent
  - Dacra will generate the following letters and notices every Wednesday and Friday by 2:00 pm Central Time, unless an alternate time is requested by either party via staff liaisons, unless that day falls on a mail holiday in which case it will be processed immediately after the holiday.
    - Notice of Hearing
    - Abandoned Notices
    - Notice of Tow
    - Notice of Hearing and Administrative Tow
    - Finding, Decision, and Order
    - Final Determination Letter
  - Dacra will pull the batch file, ready the file for mailing, and handle all steps necessary to complete the mail prep process.
  - Dacra will ensure the successful printing and mailing of notices and letters. The batched letters will be processed and mailed by the next day, unless that day falls on a mail holiday in which case it will be processed immediately after the holiday.
  - Dacra will update the system history of each citation record.
  - USPS returned letters will be sent directly to the Municipality.
- C. Monthly Service Fee: In exchange for the use of the Dacra Tech Letter Processing and Mailing Services the Municipality will be billed a Monthly Service Fee calculated by adding usage costs and any additional fees that may apply. The below pricing may be adjusted with changes to published USPS postage rates.

<b>Letter Processing and Mailing Service Fee</b>	<b>Monthly Fee</b>
<b>Monthly Usage Fee</b> – Calculated by totaling fees for letters processed that month:	\$1.50 each
<b>Additional Fees</b> – Calculated by totaling fees for letters processed that month:	
- Additional fees apply for international letters and/or certified letters.	TBD
- Returned Mail – Electronic copy of returned mail provided (Optional)	\$.45 each



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## CITY COUNCIL AGENDA MEMO

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**DATE:** December 10, 2024  
**TO:** Mayor Kuspa, City Council  
**FROM:** Paul Ruane, Assistant Director of Community and Economic Development  
**SUBJECT:** Approval of Resolution 2024-12-0466R, authorizing a plat of consolidation titled "Dunn Kilbourn Consolidation" at 16440 Kilbourn Avenue

### Background

Resolution 2024-06-0459R authorized the renewal of a Class 6B Cook County Tax Incentive. As part of the conditions of approval the applicant had to consolidate the property from the existing 4 parcels into a single parcel.

This will clean up the property lines by creating one whole lot and also consolidate the tax bill into one bill instead of separate.

### Recommendation

Staff recommends approval of the requested plat of consolidation.

### Action Requested

Approval of Resolution 2024-12-0466R.

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CITY OF OAK FOREST

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RESOLUTION NO. 2024-12-0466R

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AN RESOLUTION APPROVING A PLAT OF CONSOLIDATION AT 16440 KILBOURN  
AVENUE

(Dunn Kilbourn Plat of Consolidation)

Passed by the City Council, \_\_\_\_\_, 2024

Printed and Published, \_\_\_\_\_, 2024

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

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

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

---

City Clerk

RESOLUTION NO. 2024-12-0466R

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

AN RESOLUTION APPROVING A PLAT OF CONSOLIDATION AT 16440 KILBOURN AVENUE

(Dunn Kilbourn Plat of Consolidation)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Kilbourn LLC. (the "Owner") has applied for a plat of consolidation request ("Requested Relief") at the property located on the west side of Kilbourn Avenue north of the nearest intersection of 166<sup>th</sup> Street which property is legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("Property")

Section 2. APPROVAL; AUTHORIZATION.

The plat of consolidation for the Property, prepared by R.H. Granath Surveying Service, consisting of one sheet, attached as **Exhibit B** and, by this reference, made a part of this Resolution, shall be, and is hereby, approved in accordance with 765 Illinois Compiled Statutes 205/0.01 (The Plat Act) and the home rule powers of the City of Oak Forest. On behalf of the City Council of the City of Oak Forest, the Mayor and Clerk are hereby authorized and directed to execute the Plat of Consolidation.

Section 3. ADOPTION.

That this Resolution shall take effect from and after its adoption and approval.

Section 4. CONDITIONS.

That this Resolution shall take effect from and after its adoption and approval.

- A. A. That any minor change, as determined within the sole discretion of City staff, to the plat of consolidation as adopted by Section 3 of this Resolution which is consistent with the standards applying to the plat of consolidation be subject to approval by City staff; and;
- B. B. That any changes beyond a minor change require a new application for a plat of consolidation.

ADOPTED

This \_\_\_\_ Day of \_\_\_\_\_, 2024

APPROVED By Me

This \_\_\_\_ Day of \_\_\_\_\_, 2024

---

HENRY L. KUSPA, MAYOR

ATTEST:

---

NICOLE TORMEY, CITY CLERK

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

**EXHIBIT A**  
Legal Description of Property

LOTS 7 AND 8 IN OAK FOREST INDUSTRIAL PARK UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF THE IND/AN BOUNDARY UNE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. /LLINOJS.

ALSO LOTS 17 AND 18 IN OAK FOREST INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF THE IND/AN BOUNDARY LINE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 1 J, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. /LUNOIS.

...commonly referred to as 16440 Kilbourn Avenue, Oak Forest, Illinois 60452

PINs: 28-22-424-001-0000  
28-21-424-002-0000  
28-21-424-012-0000  
28-21-424-013-0000





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# **CITY COUNCIL AGENDA MEMO**

---

**DATE:** December 10, 2024  
**TO:** Mayor Kuspa, City Council  
**FROM:** Paul Ruane, Assistant Director of Community and Economic Development  
**SUBJECT:** Resolution 2024-12-0476R Designating EM8 Oak Forest Waverly Creek, L.P. as the developer and authorizing the negotiation of necessary agreements for the completion of the redevelopment project

## **Background**

Ordinance 2024-06-1035O authorized a final planned unit development (PUD) for the property at 15541 S. Cicero Avenue. This site, previously occupied by an Ace Hardware store, has been vacant since 2009, and the demolition of the old building was completed in March of this year.

The City of Oak Forest is considering providing Tax Increment Financing (TIF) to support the redevelopment of this site. The proposed project includes a mixed-use development featuring approximately 5,000 square feet of commercial space and 29 townhomes. The redevelopment aims to stimulate economic growth while enhancing the area's infrastructure and amenities.

In order to move forward with the project, it is necessary for the City to select a developer and enter into a redevelopment agreement. This step is crucial for the successful implementation of the project, and the City has identified this approach as vital to ensure the revitalization of the area.

While the project site includes properties within the existing TIF district, some parcels that are integral to the project are not currently within the district boundaries. Expanding the TIF district to include these parcels will be essential for the financial viability of the development.

The proposed redevelopment is in the public interest and will contribute to the welfare of the City in several key ways:

**Economic Impact:** It will stimulate the local economy by creating new commercial opportunities and residential units.

**Property Value Enhancement:** The project will preserve and enhance property values in the surrounding area.

**Community Integration:** The development will complement adjacent properties and uses, contributing to a more vibrant and functional community.

## **Action Requested**

Approval of Resolution 2024-12-0476R

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CITY OF OAK FOREST

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RESOLUTION NO. 2024-12-0467R

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A RESOLUTION DESIGNATING EM8 OAK FOREST WAVERLY CREEK, L.P. AS THE  
DEVELOPER AND AUTHORIZING THE NEGOTIATION OF NECESSARY AGREEMENTS FOR  
THE COMPLETION OF THE REDEVELOPMENT PROJECT

(15541 S. Cicero Avenue)

Passed by the City Council, \_\_\_\_\_, 2024

Printed and Published, \_\_\_\_\_, 2024

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

CITY OF OAK FOREST  
COOK COUNTY, ILLINOIS

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

---

City Clerk

RESOLUTION NO. 2024-12-0467R

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

**A RESOLUTION DESIGNATING EM8 OAK FOREST WAVERLY CREEK, L.P. AS THE DEVELOPER AND AUTHORIZING THE NEGOTIATION OF NECESSARY AGREEMENTS FOR THE COMPLETION OF THE REDEVELOPMENT PROJECT**

(15541 S. Cicero Avenue)

shall be, and is hereby, adopted as follows:

WHEREAS, the City's Mayor and the City Council of the City of Oak Forest are contemplating providing Tax Increment Financing for the Project located at 15541 S. Cicero Avenue ("the Property") for the purpose of constructing a commercial and residential development including an approximately 5,000 square foot commercial building and 29 townhomes (together, "the Project") in accordance with the Increment Allocation Redevelopment Act", Act, 65 ILCS 5/11-74.4-3 (the "Act").

WHEREAS, the Developer of the Property is EM8 Oak Forest Waverly Creek L.P, an Illinois Limited Partnership ("DEVELOPER").

WHEREAS, in order to implement the Redevelopment Project, the City has deemed it desirable for the City to choose a developer and negotiate a Redevelopment Agreement ("RDA") and any other such agreements as may be necessary to effectuate said redevelopment.

WHEREAS, the Developer has agreed to purchase the Property from the City of Oak Forest pursuant to a Development Agreement.

WHEREAS, the Developer and the City desire that the Project begin as early as possible so as to address the current status of the Property.

WHEREAS there are parcels of property that will be included in within the Project that are not currently located in the existing Tax Increment Financing District.

WHEREAS the City has agreed to amend the Tax Increment Financing District to include these parcels, which are defined as P.I.N. Numbers 28-15-300-021-0000, 28-15-300-022-0000, 28-15-300-023-0000, and 28-15-300-024-0000.

WHEREAS, the redevelopment of the Property is in the public interest in that such redevelopment will create an environment which will contribute to the welfare of the City, preserve or enhance property values in the vicinity of the project, and strengthen the economic well-being of the area and the City by achieving development which functionally complements the adjacent properties and uses.

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

1. EM8 Oak Forest Waverly Creek L.P. is hereby designated the developer of 15541 S. Cicero
2. The City Mayor, City Administrator and City Staff, are hereby directed to enter into negotiations with EM8 Oak Forest Waverly Creek L.P. regarding a Redevelopment Agreement ("RDA") and any other such agreements as the City Mayor, City Administrator and City Staff deem necessary to effectuated the redevelopment of 15541 S. Cicero.
3. Nothing contained herein shall be construed as obligating the City to provide any financial assistance or reimbursements unless and until the City Council approved a Redevelopment Agreement for the construction of the Project. Should the City approve the RDA the City will reimburse Developer for prior costs incurred subject to the terms and conditions of an RDA as approved by the City Council of Oak Forest.
4. So long as Developer has commenced work on the Redevelopment Project before June 10, 2024; this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**Section 1. APPROVAL; AUTHORIZATION.**

That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**ADOPTED**

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

**APPROVED** By Mayor

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

---

HENRY L. KUSPA, MAYOR

**ATTEST:**

---

NICOLE TORMEY, CITY CLERK

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



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# CITY COUNCIL AGENDA MEMO

DATE: December 6, 2024  
 TO: Mayor Kuspa, City Council  
 FROM: Michael Salamowicz, Director of Public Works  
 SUBJECT: Water Plant Unit #3 VFD Drive

### Background

The City of Oak Forest has four pumps with variable frequency drives (VFD) in the main pump station. Initially, all four pumps and VFD's were 200hp. However, around 2014-2015, the pump and VFD for Unit #3 was replaced with a 60hp pump and VFD, with the goal of reducing energy costs. However, after approximately a year, the 60hp unit was taken out of service, as it could not keep up with the supply demands.

A variable frequency drive (VFD) is used for adjusting the flow or pressure to the actual demand. It controls the frequency of the electrical power supplied to the pump. At the pump start-up, the VFD will slowly bring the power up, or adjust the power as needed while operating, thus reducing stress on the pump unit and possible damage to other equipment and the water system itself.

As the 60hp unit could not keep up with the supply demands, we are seeking to return this unit to a 200hp pump/VFD. The 200hp motor has already been replaced. We are now seeking to replace the VFD drive unit as well.

On November 20<sup>th</sup> the City issued a RFP for the replacement of the VFD Drive on Unit #3. We received two bids, which were opened on December 4<sup>th</sup>. The RFP contained a Base Bid for the supply and installation of the new VFD drive, along with an Alternate Bid for programming of the new VFD Drive. Below is a summary of the bids:

	Base Bid	Alternate Bid
Concentric Integration	\$34,700.00	\$700.00
MP Predictive Technologies	\$77,000.00	No Bid

The cost of this work is included in the City's Capital Improvement Plan.

### Recommendation

Staff recommends acceptance of the Base Bid and Alternate Bid from Concentric Integration, in the total amount of \$35,400.

### Action Requested

Acceptance of the Base Bid and Alternate Bid from Concentric Integration, in the total amount of \$35,400.

15440 CENTRAL AVENUE  
OAK FOREST IL 60452-2104



TELEPHONE: 708-535-4090  
FAX: 708-687-2028

**ALL GOOD THINGS CLOSE TO HOME**

**CITY OF OAK FOREST QUOTATION FORM – PROPOSAL  
RFP BID SUBMITTAL**

**Bids to be Opened December 4, 2024**

**Supply, Installation & Programming of a New VFD Unit in  
the City's Main Water Pump Station**

Company Name: Concentric Integration

Address: 8840 W 192nd Street

City, State, Zip: Mokena, IL 60525

Email: mklein@goconcentric.com

Phone: 815-444-3240

Contact Person: Micheal D. Klein, President

Pursuant to and in accordance with the above stated Request for Quotation, the undersigned hereby declares that they have examined the RFP documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Oak Forest, Illinois in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	QTY	DESCRIPTION	UNIT	AMOUNT
		<b>Base Bid Item</b>		<b>Base Bid Total</b>
1	1	<b>Equipment</b> Provide the following equipment: 1. ABB ACQ580-01-240A-4 a. ACQ580 Water/Wastewater drive b. Supply voltage at 480 VAC Three Phase. 240 Rated Output Amps (200 HP) c. UL (NEMA) Type 1 d. Frame size - R8 2. ABB FEIP-21-KIT a. Ethernet/IP adapter 3. ABB DPMP-EXT	Lump Sum	\$ <u>34,700</u>

		<ul style="list-style-type: none"> <li>a. Control panel mounting kit (surface) (DPMP-EXT, contains both DPMP-02 and CDPI-01)</li> <li>4. Bussman JJS-400 a. Fuses, 400A, Fast Acting</li> </ul> <p><b>Project Management</b></p> <ul style="list-style-type: none"> <li>1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.</li> <li>2. Perform project Kickoff Meeting in person.</li> <li>3. Provide Bi-Weekly status update emails to City Project Manager</li> </ul> <p><b>Installation and Testing</b></p> <ul style="list-style-type: none"> <li>1. Provide electrical installation of new VFD. <ul style="list-style-type: none"> <li>a. Remove existing VFD, conduit and breaker.</li> <li>b. Install new VFD, conduit, fuses, and wiring.</li> </ul> </li> <li>2. Test VFD operations <ul style="list-style-type: none"> <li>a. VFD will be tested in local to verify correct pump rotation.</li> <li>b. VFD will be tested for proper ramp rates and speed control.</li> <li>c. VFD will be tested from SCADA.</li> </ul> </li> </ul>		
1	1	<p><b>Alternate Bid Item</b></p> <p><b>Programming</b></p> <ul style="list-style-type: none"> <li>1. VFD configuration <ul style="list-style-type: none"> <li>a. Configure VFD to the motor nameplate and setup Ethernet/IP communications.</li> <li>b. Update PLC program to communicate with new VFD.</li> </ul> </li> </ul>	Lump Sum	<p><b>Alt. Bid Total</b></p> <p>\$ <u>700</u></p>

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Concentric Integration, LLC

8678 Ridgely Road  
Crystal Lake, IL 60012

**OWNER:**

(Name, legal status and address)  
City of Oak Forest, State of Illinois  
15440 South Central Avenue  
Oak Forest, IL 60452

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Supply, Installation and Programming of a New VFD Unit In the City's Main Water Pump Station, Oak Forest, IL

**SURETY:**

(Name, legal status and principal place  
of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of December, 2024

  
(Witness)

  
(Witness) Nicole Stillings

Concentric Integration, LLC

(Principal)  (Seal)

(Title) Michael D. Klein, President  
Travelers Casualty and Surety Company of America

(Surety)  (Seal)

(Title) Joshua R Loftis, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF Illinois )

COUNTY OF Cook )

On this 3rd day of December, in the year 2024, before me personally appeared Michael D. Klein, President, of Concentric Integration, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature], Notary Public  
My Commission Expires: 9/16/25

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Wisconsin )

COUNTY OF Dane )

On this 3rd day of December, in the year 2024, before me personally come(s) Joshua R Loftis, Attorney-in-Fact of Travelers Casualty and Surety Company of America, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Travelers Casualty and Surety Company of America, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature], Notary Public  
My Commission Expires: 09/19/2026



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua R Loftis** of **MINNEAPOLIS**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of December, 2024.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**