
A G E N D A

MEETING OF THE PRESIDENT &
BOARD OF TRUSTEES OF THE TOWN OF CICERO
IL., COUNCIL CHAMBERS, CICERO TOWN HALL

TUESDAY, MAY 23, 2023 - 10:00 AM

THE PRESIDENT AND BOARD OF TRUSTEES WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE PRESIDENT & BOARD OF TRUSTEES IN CONTRAST TO A PUBLIC HEARING WHERE MEMBERS OF THE TOWN OF CICERO ARE ENCOURAGED TO PARTICIPATE. UNLESS INVITED BY THE PRESIDENT TO SPEAK, OBSERVERS ARE REQUESTED NOT TO INTERRUPT THE MEETING IN ORDER THAT THE CONCERNS OF THE TOWN OF CICERO MAY BE ATTENDED TO EFFICIENTLY. IF YOU ARE RECOGNIZED BY THE PRESIDENT TO SPEAK, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME & ADDRESS AND DIRECT YOUR REMARKS TO THE PRESIDENT AND BOARD OF TRUSTEES:

1. **Roll Call - 10:00 A.M.**

2. **Pledge of Allegiance to the Flag**

3. **Approve minutes of the previous meetings**

4. **Presentation**

A) Devices 4 the Disabled

5. **Approval of Bills**

A) List of Bills-Warrant# 10, Manual Checks & Online Payments

B) Payroll

4

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

21

2) HMO Premiums

24

3) Accidental Death & Dismemberment Premiums

26

6. **Permits**

A) American Legion Cicero Post 96

28

B) Children's Center

32

C) Our Lady of Czestochowa & Charity Parish

33

D) St. Anthony Church	36
E) State Rep/24th District Elizabeth Hernandez	43
7. <u>Reports</u>	
A) Collector's Office Report & Revenue Summary	46
8. <u>Ordinances</u>	
A) An Ordinance Amending Various Sections Of Chapter 2, Article IV, Division 3 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding The Department Of Public Works For The Town Of Cicero, County Of Cook, State Of Illinois.	51
B) An Ordinance Amending Chapter 94, Section 94-185 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Speed Limits For The Town Of Cicero, County Of Cook, State Of Illinois.	58
C) An Ordinance Authorizing The Town President To Enter Into A Certain License Agreement With Clyde Park District For The Town Of Cicero, County Of Cook, State Of Illinois.	63
D) An Ordinance Authorizing And Approving A Mutual Aid Box Alarm System Master Agreement For The Town Of Cicero, County Of Cook, State Of Illinois.	76
9. <u>Ordinance- Land Use</u>	
A) An Ordinance Granting A Special Use Permit For The Property Commonly Known As 1600 south Cicero Avenue, Cicero, Illinois.	101
10. <u>Resolutions</u>	
A) A Resolution Appointing Certain Members Of The Board Of Trustees Of The Town Of Cicero To Specific Committees For The Town Of Cicero, County Of Cook, State Of Illinois.	107
B) A Resolution Appointing Certain Individuals To Specified Positions, Boards, Commissions, And/Or Committees Within The Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois.	113
C) A Resolution Authorizing, Approving, And Ratifying A Certain Invoice From National Power Rodding For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois.	131
D) A Resolution Authorizing, Approving, And Ratifying A Rider To An Agreement With Monterrey Security Consultants, Inc. To Provide Security Services To The Town Of Cicero, County Of Cook, State Of Illinois.	147
E) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case <i>Theodore Polashek V. Town Of Cicero</i> For The Town Of Cicero, County Of Cook, State Of Illinois.	157
11. <u>New Business</u>	

A) Recommendation By Novotny Engineering To Award The Contract For 54th Avenue Reconstruction - Cermak Road to 16th Street Paving Improvements To The Lowest Responsible Bidder.

12. *Citizen Comments (3 minute limit)*

13. *Adjournment*

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

PAGE 1

TIME 12:52:40

HIRE DATE

TCHR97

HIRE DATE NAME

LDONATO

CORPORATE

06/12/1984 REITZ, FRANCES, F
06/16/1988 CHAVARRIA, GLORIA
10/15/1988 WOLFF, JANICE, L
03/01/1989 KULAGA, BRIAN, JOSEPH
07/03/1989 JELIC, SAM
09/01/1989 MENDEZ, ELIZABETH
09/18/1989 MANETTI, LIDO, JR
09/04/1990 BARNETT, MICHAEL, W
10/16/1990 MILLER, JOHN, S
03/01/1991 TESAR, EDWARD
05/20/1991 ESPOSITO, ROSEMARIE
06/01/1992 KOTECKI, JIMMY
06/07/1992 WOOD, JAMES
04/26/1993 BAILEY, NANCY
12/15/1993 SANCHEZ, EDNA, M
11/16/1994 POROD, KARYN
01/17/1995 STELLA, RAMONA
08/29/1995 PUNZO ARIAS, MARIA, A
02/01/1996 MAVRINAC, DAVID, W
04/16/1996 GALVAN, ARMANDO, A, JR
04/16/1996 KANE, FRANK, J
08/21/1996 KOSENEKY, JAMES, J
10/28/1996 RIOS, SYLVIA
02/16/1997 LYTTEK, PAUL, F
02/16/1997 RUTKA, PHILIP
03/03/1997 GUZMAN, PATRICIA
04/07/1997 VIRRUSO, JOSEPH
05/20/1997 MOSCINSKI, NANCY, A
06/16/1997 JARAMILLO, JESSICA, A
07/16/1997 DEGANUTTI, JOHN, J
09/15/1997 WINES, ANDRE
10/06/1997 JIMENEZ, MIGUEL, A
10/06/1997 ROLEWICZ, TIMOTHY, J
10/27/1997 DELONG, WHITNEY, A
01/09/1998 DIAZ LUNA, FRANCISCO
02/18/1998 TORRES, MARICELA
02/19/1998 MARINO, NICHOLAS
05/01/1998 RIVERA, SAUL
06/08/1998 ROBERSON, ALBA
06/09/1998 WIECZOREK, LISA
06/15/1998 SANTIAGO, PRISCILLA
08/07/1998 MONTES DE OCA, GIOVANNI
09/08/1998 FITHIAN, GREGORY, S
09/15/1998 ESPOSITO, PATRICIA, L
10/01/1998 JOSEPH, JEFFREY
10/05/1998 PELIKAN, DONALD, J
10/16/1998 FIORE, STEPHEN, A
10/16/1998 PENZKOFER, JEFFREY, M
11/24/1998 VELAZQUEZ, MANUEL
01/04/1999 KOSENEKY, RHONDA, ANN
03/22/1999 MARTINEZ, JOSE, ANGEL
06/14/1999 MELENDEZ, JACQUELINE
07/27/1999 DRAKULICH, LOUIS
07/27/1999 GILPIN, JENNIFER

H U M A N R E S O U R C E S

DATE 5/18/23

EMPLOYEES BY

TCHR97

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====

CORPORATE

07/27/1999 RAMIREZ, MATHEW, E
 10/11/1999 WOOD, ALISHA, A
 04/11/2000 CAVA, JOHN
 04/25/2000 ACEVEZ, ELIZABETH
 04/25/2000 PACIONE, VITO, A
 04/25/2000 WOJTOWICZ, CHRISTOPHER, M
 06/05/2000 JOHNSON, MICHELE, L
 06/13/2000 PINA, RICARDO
 06/27/2000 SOCHACKI, JONATHAN
 07/12/2000 MIKOLAJEWSKI, DEBORAH, A
 09/12/2000 CHLADA, RYAN, A
 10/23/2000 VANPRATT, GUSTAVO, E
 10/30/2000 ALMENDAREZ, FRANCISCO
 10/30/2000 DICOSTANZO, FRANK
 11/01/2000 PEREZ, RUBEN
 01/12/2001 HERNANDEZ, FRANCELIA
 03/08/2001 MANIGLIA, MICHELE
 03/27/2001 VERA, EDGAR
 03/28/2001 CHAVEZ, VERONICA, G
 03/28/2001 MCKEE, MICHAEL, B
 03/28/2001 NEAL, MERRIE, E
 04/06/2001 MCCANN, THOMAS, W
 04/06/2001 NUNEZ, FELIPE
 05/30/2001 DOMINICK, DEREK
 06/05/2001 GUTIERREZ, LILLIAN, J
 06/18/2001 SALAZAR, LAURA
 06/20/2001 RAYGOZA FERNANDEZ, ROSALBA
 07/10/2001 WALSH, JOHN, J
 09/17/2001 RODRIGUEZ, MANUEL
 09/25/2001 ANDRADE, MARCOS, R
 09/25/2001 ANDRADE, MARIA, G
 09/25/2001 VASSOS, CONSTANTINE, A
 09/29/2001 SKODA, BARTHOLOMEW, A
 10/04/2001 HERNANDEZ, JESSE
 11/13/2001 LEUZZI, DAVID, A
 11/16/2001 RUAN, JESUS
 11/30/2001 STOCKSTILL, STEVEN, M, SR
 12/17/2001 CARROLL, MAUREEN
 02/26/2002 SANTORO, THOMAS, J
 03/08/2002 FOLTZ, CHRISTOPHER, W
 03/11/2002 FLORES, MARIA, D
 04/05/2002 MACIAS, JACOBO, A
 04/05/2002 MACIAS, RAYMOND, A
 06/11/2002 GARCIA, MARTHA, P
 07/15/2002 MICHAELS, ANDREW, J
 08/05/2002 CHLADA GALARZA, NICOLE, M
 08/26/2002 FRAIRE, MICHELLE, M
 08/26/2002 KOSIROG, PATRICIA, ANN
 09/09/2002 TYLKA, TIM, J
 09/18/2002 AMIGON, MARIA
 09/18/2002 OLVERA, ARACELI
 09/24/2002 SKIDMORE, MICHAEL, W
 10/01/2002 MENDOZA, ARACELI
 10/18/2002 LOPEZ, LUIS

HUMAN RESOURCES

DATE 5/18/23

TIME 12:52:40

HIRE DATE NAME

EMPLOYEES BY

HIRE DATE

PAGE 3

TCHR97

LDONATO

CORPORATE

11/18/2002 SAUCEDO, JAIME
 02/05/2003 ESCABI, MARISOL
 02/08/2003 COUCH, ALICE, L
 02/08/2003 MUSIAL, LISA, V
 02/08/2003 PRENDERGAST, GINA, V
 02/21/2003 CASTRO, VICTOR
 03/17/2003 SWIATEK, DONNA
 04/28/2003 ALVAREZ, JOSE
 06/02/2003 CERVANTES, ANTONIO
 06/10/2003 MORAVEC, RON
 06/10/2003 NAVARRO, LETICIA
 06/18/2003 PINA, ALEJANDRO
 06/25/2003 BAUSONE, MARK, D
 06/30/2003 UPDYKE, CYNTHIA, J
 08/22/2003 POLASHEK, THEODORE, J
 08/22/2003 SAMMON, PATRICK, J
 08/25/2003 GUERRERO, MAGDALENA
 09/09/2003 SANTANA, LORRAINE
 09/23/2003 ERICKSON, BRADLEY
 09/23/2003 GALARZA, WALBERTO
 09/23/2003 RICHERT, ROBERT, J
 10/01/2003 RANGEL, CRUZ, G
 10/09/2003 COMAS, BENJAMIN
 11/25/2003 GUIDO, LOUIS
 01/28/2004 TERRACINO, JAMES, E
 05/03/2004 VALENCIA, LESLIE, G
 09/14/2004 BARRERA, ELIZABETH
 10/01/2004 AVILA, LEONARDINE
 12/14/2004 ALANIS, JOSE, E
 12/14/2004 ALANIS, LUIS, A, JR
 12/14/2004 PEREYRA, KENNETH
 01/18/2005 LEON, MARIA
 02/01/2005 LARA, GERARDO
 02/08/2005 CALDERON, JOSE, J
 02/17/2005 JIMENEZ, JUANITA, V
 03/17/2005 GODINEZ, FERNANDO
 05/10/2005 DOMINICK, LARRY
 05/10/2005 GARCIA, VICTOR, R
 05/10/2005 GIANAKOPOULOS, LISA, A
 05/10/2005 HERNANDEZ, ROLANDO
 05/10/2005 RUEDA, JORGE, M
 06/01/2005 RUIZ, PATRICIA
 06/06/2005 WOLFF, AMANDA, M
 06/13/2005 KUSPER, SARAH
 06/14/2005 SCHMIDT, LUCY, J
 06/15/2005 SANTAMARIA, DAYANARA
 06/16/2005 DEMBOWSKI, PAUL
 06/16/2005 LOPEZ, MARIO, SR
 06/20/2005 BARLOW, ALBERT, M
 06/20/2005 CURRY, MICHAEL, J
 06/20/2005 DURAN, DAVID
 06/28/2005 ARIAS, JOSE, L, SR
 06/28/2005 CHLADA, NICOLE, D
 06/28/2005 DEMBOWSKI, CYNTHIA

H U M A N R E S O U R C E S

DATE 5/18/23

TIME 12:52:40

HIRE DATE NAME

EMPLOYEES BY

HIRE DATE

PAGE

4

TCHR97

LDONATO

=====

CORPORATE

06/28/2005 DOMINICK, BRIAN, K
 06/28/2005 SCHVACH, MARYLOU
 06/28/2005 WENTE, WAYNE, L
 06/29/2005 GUZMAN, MIGUEL, JR
 07/11/2005 JELIC, NICHOLAS, J
 07/12/2005 TOMSCHIN, THOMAS, M
 07/13/2005 VICERA, ERIC
 07/18/2005 ROCHA, CESAR
 07/25/2005 CUNDARI, EMILIO, H
 07/25/2005 RUGLIO, LEO
 07/26/2005 AROCHO, EDWIN, JR
 08/08/2005 BARRIOS, ZENDA, M
 08/08/2005 LOPEZ, ELIZABETH
 08/08/2005 SKRABACZ, MICHAL, R
 08/09/2005 BUCKLEY, NOAH, T
 08/09/2005 GUIDO, JAMEY, C
 08/09/2005 PEDRETTI, DANIEL, D
 08/09/2005 PEREZ, RAUL, F
 08/09/2005 SOTO, MARCELINO
 08/09/2005 ZAMORA, EDUARDO
 08/29/2005 HIGGINS, TERRY, L
 09/01/2005 PORRAS, SALVADOR
 09/01/2005 ROCHER, SERGE
 09/01/2005 SEROPIAN, DANIEL, T
 09/06/2005 BORJAS, NORMA
 09/08/2005 CASTILLO, NANCY
 09/19/2005 MUNOZ, EDUARDO, T
 09/27/2005 BARRIOS, IRWIN
 10/03/2005 CLAY, OSCAR
 10/31/2005 HERNANDEZ-BUENFIL, STEFANIE, E
 10/31/2005 SAUCEDO, LIBERIO
 11/15/2005 MORENO, MARIA, C
 11/26/2005 KONZ, ROSEMARY, A
 12/20/2005 FUENTES, KARINA
 05/10/2006 TELITZ, NICHOLAS
 06/13/2006 DURKEE, MARY, M
 06/13/2006 NOWAK, FRANCES, J
 06/19/2006 MASTALERZ, MICHELLE, L
 07/01/2006 CANDELARIA, ADA, I
 07/10/2006 GRAHAM, KELLY, K
 07/24/2006 CRITES, JEFF, A
 08/21/2006 LARA, MARIA
 09/18/2006 BRUNO, JANNETTE
 09/29/2006 KERRY, MATTHEW, A
 10/13/2006 PESEK, ELAINE
 10/31/2006 PADILLA, ANGELICA
 11/01/2006 LEALI VILUMIS, MELISSA
 11/20/2006 SOTELO, VERONICA
 01/10/2007 ALVARADO, ROBERTO, L
 01/10/2007 SAVAGLIO, FRANK, U
 01/10/2007 SCHULLO, DOMINIC, E
 01/10/2007 SCIMONE, NINO, J
 02/13/2007 GARCIA, ANTHONY
 02/20/2007 REYES, JUAN, A

HUMAN RESOURCES

DATE 5/18/23

TIME 12:52:40

HIRE DATE NAME

EMPLOYEES BY

HIRE DATE

PAGE 5

TCHR97

LDONATO

=====

CORPORATE

02/27/2007 PINEDA, MARIA, C
 03/20/2007 GARCIA, VICTOR, A
 03/20/2007 GARZA, ADAM, JR
 03/20/2007 RASCHKE, BRIAN
 05/06/2007 GATTO, DOMINICK
 05/06/2007 HARRIS, BARBARA
 05/06/2007 HUNTER, ELVIRA, M
 05/06/2007 MANGIA, VLASTA
 05/06/2007 POROD, ERIC
 05/06/2007 THOMAS, JEANINE
 05/18/2007 NAVARRETE, CLAUDIA
 05/22/2007 COTTON, CHRISTOPHER, A
 06/25/2007 ELLIS, AHIME
 06/26/2007 HEREDIA, ANDRES, JR
 07/09/2007 BENDA, MIKE
 07/09/2007 HILL, JOSHUA
 07/09/2007 WASICKI, CHRISTOPHER
 07/12/2007 KRALKKA, BAMBI
 08/01/2007 BETKE, KYLE
 08/01/2007 MCDONALD, BRIAN
 08/06/2007 SALERNO, PATRICIA
 08/27/2007 PINEDA, MARIA, E
 10/22/2007 COUCH, TIFFANY
 10/26/2007 SANCHEZ, YOLANDA
 01/14/2008 ROBLEDO, JORGE
 01/16/2008 TOMASINO, CHRISTOPHER
 04/14/2008 RUBIO, LAURA
 04/22/2008 ARLOWSKI, MICHAEL
 04/22/2008 BAUMGARTNER, MICHAEL
 04/22/2008 LOPEZ, EDDY
 04/22/2008 ROBINSON, RICHARD
 04/22/2008 STRUSKA, STEPHEN
 04/22/2008 ZEPEDA, CESAR
 05/27/2008 CENTENO, SONIA
 05/27/2008 POLCHAN, THOMAS
 05/27/2008 POROD, ROBERT, JR
 05/27/2008 STURDEVANT, NICOLE
 05/27/2008 VARGAS, ISMAEL
 05/28/2008 PEREZ, MARGARITA
 06/09/2008 RODRIGO SCOFIELD, MARTA
 06/10/2008 KUSPER, DONALD, JR
 06/12/2008 CAHUE, JOSE
 06/19/2008 ARIAS, JOSE, L
 06/20/2008 MORELOS, ANTONIO, A
 07/14/2008 RODRIGUEZ, ANA
 08/12/2008 CASTANEDA SALGADO, TACHO
 08/12/2008 GARCIA, EDUARDO
 08/12/2008 INGVE, JONATHAN
 08/12/2008 PATER, RICHARD
 08/12/2008 PEREZ, RAMON
 08/12/2008 VAZQUEZ, CARLOS
 09/15/2008 COZZI, KENNETH
 10/24/2008 SOVA, RICHARD
 11/03/2008 HERNANDEZ, MARY

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TCHR97

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====

CORPORATE

11/19/2008 CASTELO, FRANCISCO K.
 11/20/2008 DAVILA, MANUEL
 11/21/2008 CZARKOWSKI, DAWN
 01/02/2009 BIZARRO, CECILIA
 02/13/2009 GIANAKOPOULOS, RONALD, A
 03/18/2009 PADILLA, ESTELA
 03/18/2009 TREVINO, ELVIRA
 03/22/2009 DECHICIO, MICHAEL
 05/04/2009 MLADEK, BRIAN
 06/01/2009 MANIADAKIS, VALIA
 06/01/2009 PILA, PAMELA
 06/01/2009 ROSAS, ERIKA
 06/10/2009 VARGAS, EDDIE
 07/20/2009 PILA, KIMBERLY
 09/14/2009 GIOVANNELLI, KATHLEEN
 09/25/2009 GARCIA, MICHAEL
 10/01/2009 FELBINGER, RANDY
 10/01/2009 SANTOS, DANIELLE, M
 10/05/2009 GONZALEZ, JUANITA
 12/14/2009 KOLIN, JAKE, E
 12/14/2009 ROSS, EDWARD
 12/14/2009 STAHL, MICHAEL
 12/22/2009 ALEGRIA, MARIO
 12/22/2009 KOC, PAUL, M
 01/04/2010 MEDINA, NAOMI, G
 02/05/2010 MUNOZ, MARIA, G
 03/08/2010 TOMSCHIN, THOMAS, W
 03/23/2010 GURROLA, VICTOR
 03/29/2010 VARGAS, JESUS
 04/24/2010 PROCENTI, SANTO
 04/27/2010 DRAGISIC, BRANISLAV
 04/27/2010 INGVE, ANGIE
 05/25/2010 MIHALOPOULOS, IOANNIS
 05/25/2010 SPIZZIRRI JELIC, MARY ELLEN
 06/17/2010 BORON, SAMANTHA
 06/24/2010 MIJARES, JACOB
 08/09/2010 GRAZZINI, SUSAN
 08/11/2010 VARGAS, DAVID
 10/08/2010 MARTINEZ, ERIKA
 12/28/2010 LARA, EDGAR
 12/28/2010 LOPEZ, ROSENDO
 12/28/2010 OROZCO, SALVADOR
 01/14/2011 CHAVEZ, MARISELA
 02/08/2011 NOVINGER, JOSHUA
 02/08/2011 VERTIN, JOSEPH, M
 06/01/2011 ORTIZ, WILLIAM, R
 06/07/2011 RODRIGUEZ, SAMUEL
 06/14/2011 MORENO, JOVAN
 06/14/2011 WIEST, BRANDON
 06/15/2011 REITZ, REBECCA
 06/28/2011 ADAN, ALI
 07/01/2011 MANGIA, DONALD
 09/19/2011 JOHNSON, TERYL
 09/19/2011 OLSON, ROBERTA

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TIME 12:52:40

HIRE DATE

TCHR97

HIRE DATE NAME

LDONATO

CORPORATE

09/19/2011 REYES, FABIOLA
 10/28/2011 SANCHEZ, ROBERTO
 11/18/2011 GRANT, DARRYL
 11/29/2011 MENDEZ III, HERMAN
 12/02/2011 AHEARN, DANIEL
 12/02/2011 CALVILLO, DAVID
 12/04/2011 OBROCHTA, GEORGE, J
 12/05/2011 MINCH, CLYDE, A
 01/27/2012 CANO, CRISTIAN
 03/27/2012 LEUZZI, SHANNON
 03/27/2012 STASIAK, MICHAEL
 03/27/2012 TRAPANI, BRIAN
 05/21/2012 CARROLL-PIERSON, ARIELLE
 05/21/2012 TOVAR, BLANCA
 05/26/2012 PEREZ, ANDRES
 06/05/2012 RAMIREZ, IBETH
 06/11/2012 HERNANDEZ, RAQUEL
 06/11/2012 POOLE, TSHURA, L
 06/12/2012 CAHUE-NAVARETE, JAIME
 06/13/2012 RAMOS, JEANETTE, I
 06/19/2012 WALSH, PATRICIA
 06/20/2012 BORBOR, BEHNAM
 06/20/2012 FLORIO, JOSEPH
 06/20/2012 OWCZAREK, GEORGE
 06/20/2012 SOLIS, GERARDO
 06/27/2012 BERTONE, LAURA
 07/24/2012 KULAGA, MARK, S
 08/20/2012 UNIQUE, ALMA, K
 09/25/2012 BARONA, ARMANDO
 10/09/2012 MORALES, JANET
 10/22/2012 ORTEGA, RUTH
 11/26/2012 COCO-CALDERON, KIMBERLEY
 01/13/2013 ALVARADO, ISMAEL, JR
 01/28/2013 EVERHART, DIANA
 01/31/2013 AVILA, JONATHAN
 02/01/2013 SANCHEZ, ALBERTO
 04/02/2013 BENDA, KENNETH
 04/04/2013 MARQUEZ, ARGELIA
 04/08/2013 LOPEZ, EDDIE, N
 04/08/2013 RAMIREZ, JASON, R
 04/08/2013 VEGA, ALFONSO, JR
 05/28/2013 PIKUL, MARIE
 06/01/2013 AVILES, GRETCHEN, M
 06/01/2013 BAKER, JAMES, F
 06/01/2013 BENEDIKT, ANNA, L
 06/01/2013 CASTELLANOS, ANTONIO
 06/01/2013 ELLIOTT, TETYANA
 06/01/2013 MORALES, VERONICA, F
 06/01/2013 OWCZAREK, GERALDINE
 06/01/2013 PILA, LORI, M
 06/10/2013 AGUILAR, ISABEL
 06/10/2013 GALVEZ RODRIGUEZ, JOSE
 06/10/2013 SWEATMAN, TONI, C
 06/17/2013 ACOSTA, EDUARDO

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====

CORPORATE

06/17/2013 GARCIA, MARLENE, M
 06/17/2013 RODRIGUEZ, THOMAS, M
 06/17/2013 UJEK, DONALD, J
 06/17/2013 UNZUETA, GRISELDA
 07/08/2013 ALVAREZ, JAIME
 07/08/2013 GASCA, ADRIAN
 07/08/2013 LUCZAK, MARK, D
 07/08/2013 MADDEN, WILLIAM, T
 07/08/2013 MCSHANE, SCOTT, C
 07/08/2013 RUEDA, ALEJANDRO
 07/08/2013 SANCHEZ, JOSE, R
 07/08/2013 SANDOVAL, VICTOR, M
 10/01/2013 MARTINEZ, MIGUEL
 10/07/2013 DIMITROPOULOS, CAMILLE, C
 10/28/2013 KELLEY, STEVEN, D
 01/06/2014 DUFFEK, FRANK, J
 01/06/2014 MARQUEZ, ANDREW
 01/06/2014 SUMNER, CORINNA
 01/16/2014 ROBERTSON, DIANE
 02/25/2014 BARRY, PAUL, O
 02/25/2014 GRADY, DAVID, R
 02/25/2014 MEDINA, TIMOTHY, W
 02/25/2014 SATERNUS, MATTHEW, J
 02/25/2014 TOKARZ, KENNETH
 03/26/2014 GARCIA, JUDITH
 04/22/2014 SWIATOWIEC, JUSTIN, M
 05/28/2014 GALVEZ, GABRIEL
 05/28/2014 HERNANDEZ, JAIME, D
 05/30/2014 CUNDARI, FRANCESCA, A
 05/30/2014 CUTIC, EDWARD
 06/01/2014 WOOD, SHELLY
 06/02/2014 VALDEZ, JUAN, V
 06/04/2014 PESEK, JEFFRY, A
 06/04/2014 TWOMEY, DANIEL, M
 06/09/2014 GUZMAN, ROSARIO, C
 06/10/2014 DOMINICK, ZACHARY, B
 06/18/2014 SMITH, ROBERT
 07/07/2014 ALBA, EDGAR
 07/07/2014 ARLIS, KEVIN, R
 07/07/2014 COVARRUBIAS, OSCAAR
 07/07/2014 ROWE, HOPETON, O, JR
 07/09/2014 HRABAK, REID
 07/09/2014 XERIKOS, ANDY
 08/13/2014 BROPHY, PATRICK, S
 08/13/2014 CHICO, ANTHONY, R
 08/13/2014 CONLEY, GARY, L
 08/13/2014 LOPRESTI, MATTHEW, J
 08/13/2014 MAGANA, ANTHONY, L
 08/13/2014 ZIBUTIS, BENJAMIN, A
 08/14/2014 D'ANGELO, DOLORES
 09/03/2014 HRABAK, KIMBERLY
 09/10/2014 MARCOLINI, JONATHON, W
 09/10/2014 PEREZ, DANIEL, A
 09/10/2014 THILL, MATTHEW, A

HUMAN RESOURCES

DATE 5/18/23

TIME 12:52:40

HIRE DATE NAME

EMPLOYEES BY

HIRE DATE

PAGE 9

TCHR97

LDONATO

CORPORATE

09/15/2014 AVILA, AZUCENA
 09/22/2014 MUROS, JOSEFINA
 09/22/2014 QUINONES, MANUEL
 09/30/2014 GRAJEDA, ARMANDO
 10/09/2014 ARIAS, CAROLYN
 10/14/2014 MATTHIS, RICHARD
 10/17/2014 WOLFF, DANIEL, A
 11/01/2014 GUZMAN, LLAQUENI
 11/01/2014 MALICKI, RICHARD
 11/13/2014 VALERDI, ROCIO
 01/05/2015 GARCIA, EVELYN
 01/05/2015 MACIEL, ANTONIA
 01/05/2015 OPALECKY, MATTHEW
 01/05/2015 PORRAS, MARGARITO
 02/13/2015 GRIMALDI, LINDA
 04/06/2015 VERA, NESTOR
 05/04/2015 MCDORMAN, PHILIP, A
 05/11/2015 CURDA, JAMES, M
 05/11/2015 GINNETTI, MATTHEW
 05/11/2015 LAYTON, KEVIN, S
 05/26/2015 ARMENTA, BRENDA
 05/27/2015 HEREDIA, LIZSANDRA
 05/27/2015 VILLA, CHRISTINA
 06/01/2015 BAUTISTA, ELIAS
 06/01/2015 HEREDIA, GUADALUPE
 06/08/2015 GUTIERREZ, ORLANDO
 06/08/2015 RIVERA, ARNOLDO
 06/10/2015 ARROYO, IVAN
 06/10/2015 FLORES, NICOLE
 10/05/2015 LOPEZ, MARTIN
 11/02/2015 SOTO, MARTIN
 11/05/2015 ARMENTA, MARGARITA
 11/28/2015 BUCIO, MICHAEL
 11/30/2015 FULARA, ROBERT
 01/11/2016 RANGEL, GEORGE, A
 01/11/2016 SERRANO, JOSE, L
 01/19/2016 CHAVARRY, CARLOS, A
 04/11/2016 CERVANTES, EFRAIN
 04/11/2016 RAMOS, REYNOL
 04/27/2016 GUZMAN, JAIME
 05/16/2016 DELGADO, ARCADIO
 05/24/2016 RYAN, MARY RITA
 05/24/2016 VARGAS, MARIA
 06/05/2016 BAHOVICH, FRANK
 06/05/2016 SOLANO, ANTHONY
 06/06/2016 BAEZ, GIOVANNI
 06/06/2016 COTTON, BRET
 06/06/2016 JIMENEZ, JENNIKA
 06/06/2016 MALDONADO, KAREN
 06/06/2016 SERRANO, SENOBIO
 06/07/2016 WOOD, KAYLA
 06/10/2016 DEPASS, DAVID, W
 08/15/2016 MANETTI, ZDENKA
 10/03/2016 CERVANTES, LETICIA

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TCHR97

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====

CORPORATE

10/03/2016 ORTEGA, JUANA, A
 10/11/2016 GRIGORIO, VERONICA
 10/25/2016 QUIROGA, SANDRA
 11/15/2016 MURRAY, LAURA, A
 11/30/2016 MANGAN, JOHN
 12/13/2016 MANOUZI, MALIKA
 12/13/2016 OSTLER, WILLIAM
 12/23/2016 DOMINICK, DIANA, J
 01/09/2017 BELLO, BALDO, A
 01/09/2017 CUCHNA, TAMARA, M
 01/09/2017 JIMENEZ, JESUS, M
 01/10/2017 PARRISH, VANESSA, N
 03/07/2017 NAVIA, GEORGE
 03/09/2017 BERLANGA, MARICELA
 04/10/2017 ESPARZA, JULIO, C
 04/24/2017 CHAVEZ, ANDRES
 04/24/2017 DIAZ, EDUARDO
 05/09/2017 POROD, ROBERT, F
 05/24/2017 IRIZARRY, DANIEL
 05/24/2017 SAUCEDO, CHRISTOPHER
 05/31/2017 GALVAN, VINCENT
 06/02/2017 MARTINEZ, BAILEY
 06/02/2017 PONCE, JOSE
 06/05/2017 CHAVARRY, RICHARD
 06/05/2017 SALGADO, EVELYN
 06/07/2017 QUIROGA, ADAM
 06/12/2017 TEJEDA, PRINCESS
 06/13/2017 WHITE, ROBERT
 06/14/2017 VARGAS, CARLOS
 09/06/2017 MCGRAW, ELIUD
 10/10/2017 CORDOVA, FRANCESLYN, O
 12/13/2017 TRABANINO, SAMUEL
 12/13/2017 ZAMORA, IRMA
 01/08/2018 AGUAYO, AARON
 01/08/2018 MARTINEZ, MICHAEL
 02/17/2018 RAYA, BENJAMIN
 02/28/2018 NAGLE, JOHN
 03/06/2018 MARLAR, BARRETT
 04/27/2018 MIDELL, DANIEL
 04/27/2018 MULBRANDON, JOEL
 04/30/2018 DIAZ, VIOLET
 05/07/2018 GARCIA, ALEJANDRO
 05/07/2018 MARTINEZ, ALYXANDRA, L
 05/07/2018 SALVATO, DAVID, C
 05/29/2018 JAROSZ, JERRY
 05/30/2018 CORTES, MARIA
 05/30/2018 DAVALOS, JUAN, L
 05/30/2018 MOTA, LUIS
 05/30/2018 VILUMIS, MICHAEL
 05/30/2018 ZEPEDA, JONATHAN
 06/03/2018 BARRIOS, CHRISTIAN
 06/03/2018 CASAS, DANIELA
 06/03/2018 FLORES MATIAS, ISAAC
 06/04/2018 CHAGOYA, EDUARDO

HUMAN RESOURCES

DATE 5/18/23
TIME 12:52:40
HIRE DATE NAME
EMPLOYEES BY
HIRE DATE

=====

CORPORATE

06/04/2018 TAPIA, JAZMIN
 06/05/2018 CRUZ DURAN, STEVEN
 06/05/2018 SANCHEZ, ALIZAI
 06/26/2018 BUSCEMI, ANGELO, D
 06/26/2018 LUNA, FERNANDO
 06/26/2018 SZCZEPANIAK, MALAKAI
 07/20/2018 BLANKENSHIP, KYLE, P
 07/30/2018 ALEJANDRO, RUPERTO, JR
 07/30/2018 DELGADO, JENO, J
 08/01/2018 DAHMS, JUSTIN
 08/01/2018 GUTIERREZ, LUIS, M
 09/11/2018 HERNANDEZ, OSCAR
 09/24/2018 GOMEZ, JOSE, L
 09/24/2018 VELAZQUEZ, JHOANNA
 09/28/2018 RAY, SHIRLEY
 10/01/2018 CANO, JESUS
 10/15/2018 GARCIA, ISABEL, I
 10/15/2018 LARA, ANA
 10/29/2018 RODRIGUEZ, DANIEL, E
 11/27/2018 BANCROFT, AMY, E
 11/27/2018 PAWELSKI, DONNA, M
 11/27/2018 TENBROECK, PERLA, D
 12/03/2018 TORO, CHRISTIAN, A
 02/12/2019 BANKS, SUSAN, L
 02/25/2019 MORENO, JAVIER
 02/27/2019 RODRIGUEZ, ANAHI, G
 02/28/2019 CIUREJ, JAMES, J
 02/28/2019 KRYGSHELD, STEVEN, A
 02/28/2019 LEAHY, KEVIN, D
 02/28/2019 PHILLIPS, PATRICK, W
 02/28/2019 RUTKA, LEONARD, S
 03/04/2019 FERNANDEZ, FELIX, JR
 05/03/2019 KRAUT, FRANK
 05/06/2019 TALLEN, DANIEL, M
 05/14/2019 DARLING, RICHARD
 05/14/2019 DOYLE, MATTHEW, K
 05/28/2019 DIAZ, IZEL, E
 05/29/2019 GARCIA BANCROFT, JOSHUA
 05/29/2019 REZA, EDWIN
 05/29/2019 VARGAS, EDWARD
 06/17/2019 MALDONADO, ALEJANDRO
 06/19/2019 DI GIULIO, PASQUALE
 06/24/2019 ROBLEDO, JORGE, JR
 07/23/2019 HUGHES, TERENCE, W, II
 08/05/2019 HERNANDEZ, OMAR
 09/03/2019 CARDONA, JAIRO
 09/03/2019 GUTIERREZ MUNOZ, JUANA, M
 09/03/2019 MALFEO, ALEXANDER
 09/03/2019 RODRIGUEZ, SAMUEL
 09/04/2019 DIAZ, CARLOS, E
 09/05/2019 GALVEZ, MARIA, C
 09/09/2019 HAYES, MIA, J
 09/30/2019 ANDRADE, ANDREW
 10/21/2019 VAIS, ANTHONY, J

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TCHR97

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====

CORPORATE

11/04/2019 GARZA, FRED
 11/04/2019 OROZCO, JOSE, L
 11/18/2019 ESCOBEDO, ALICE
 11/30/2019 BLOOD, OLIVIA, R
 12/09/2019 GUERRERO, ANTHONY
 12/10/2019 CANNOVA, DOMINIC
 12/14/2019 KUBELKA, DAVID
 12/18/2019 PAREDES, JOSE
 01/06/2020 BARAJAS, JOEL
 01/06/2020 MARTINEZ, LUIS, D
 01/06/2020 RAMIREZ, EDMOND
 01/14/2020 HICKMAN, ADAM, D
 01/27/2020 CERVANTES, DIDIER
 01/27/2020 RANIERI, NADIA
 02/04/2020 PAREDES, ANA, L
 03/10/2020 VAVAL, CHRISTOPHER, M
 05/26/2020 SERNA, ADRIANA
 06/06/2020 CUNDARI, CARA, L
 06/09/2020 EUKOVICH, THOMAS, G
 06/18/2020 CRUZ, BRIAN
 06/29/2020 JOHNSON, CORNELIUS
 07/06/2020 GALLEGOS, MARIA, A
 07/08/2020 RIVERA, DIEGO, A
 08/12/2020 OLIVA, VICTOR
 08/31/2020 QUIROZ, LIO, A
 09/08/2020 JAIMES, DIEGO
 09/09/2020 VARGAS PENA, EVENCIO
 09/14/2020 GONZALEZ, GUSTAVO
 09/14/2020 KOEHLER, MICHAEL, D
 09/30/2020 HERNANDEZ, BRANDEN
 10/27/2020 DOMINICK, DANIELLE
 12/03/2020 CASTRO, JUAN, M
 12/07/2020 LAZCANO, GENARO
 12/07/2020 MURPHY, BRENDAN, R
 12/07/2020 SCHAEFFER, GRAHAM, P
 12/07/2020 SICILIANO, JAMES, A
 01/04/2021 ANGELES, OMAR
 01/04/2021 BAHENA, FRANCISCO, J
 01/04/2021 ENRIQUEZ, ADRIAN, M
 01/04/2021 RAUBA, MARTIN, D
 01/12/2021 OJEDA, JUAN, C
 01/13/2021 RAUBA, MARISSA, M
 01/14/2021 RAMIREZ, PERLA, J
 02/09/2021 SCHWAR, STEPHEN, F
 03/01/2021 RODRIGUEZ, DANIEL
 03/08/2021 RAMIREZ, RAMIRO
 03/15/2021 SETLAK, JESSICA, L
 03/22/2021 VALDEZ, NINA
 04/12/2021 AHMAD, ALI
 04/12/2021 CRANSTON, ROBERT, J
 04/12/2021 GOCAL, MATTHEW, R
 04/12/2021 LUPE-CANINO, ANTHONY, A
 04/12/2021 ROCHKUS, NICHOLAS, A
 04/12/2021 SCHLUSEMANN, CODY, A

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TIME 12:52:40

HIRE DATE

TCHR97

HIRE DATE NAME

LDONATO

=====

CORPORATE

04/19/2021 MARQUEZ, ANDREW, R
 05/03/2021 BANDA, ALONDRA, M
 05/03/2021 COCTECON, OMAR, D
 05/03/2021 HARO, KEVIN
 05/03/2021 HEREDIA, EMANUEL
 05/03/2021 PACHECO, FRANCIS, M
 05/10/2021 RIVERA-PEREZ, ANAHID
 05/10/2021 SOSA, REBECCA
 06/01/2021 JAIMES, DAVID
 06/01/2021 LOZA, ELIZABETH, M
 06/01/2021 MARTINEZ, GILIANNEE, I
 06/02/2021 REYES, JOSHUA
 06/03/2021 MARTINEZ, GAEL
 06/03/2021 MARTINEZ, GARETH, I
 06/03/2021 NAVAL, JENNIFER
 06/03/2021 OROZCO, LUIS, D
 06/04/2021 BARRAGAN, DESTINY, G
 06/04/2021 BARRAGAN, JASMIN
 06/04/2021 BUSCEMI, DOMINICK, A
 06/04/2021 DELGADILLO, BERENISE
 06/05/2021 SAN PEDRO, EDGAR
 06/05/2021 SAN PEDRO, LESLIE, G
 06/06/2021 ROMERO, LUIS, R
 06/09/2021 MENDEZ, NATHAN, M
 06/09/2021 RAMIREZ, SAMANTHA
 06/10/2021 OWCZAREK, JEFFREY, R
 06/14/2021 AITCHESON, JAMES
 06/14/2021 AYALA, SALVADOR
 06/14/2021 MARCOLINI, ZACHARY, A
 06/16/2021 COBOS, ISIDRO
 06/19/2021 VIRGEN, JOSE
 06/28/2021 MACARENO, INAN
 06/28/2021 MERCADO, ALAN, E
 06/28/2021 MORALES, BENJAMIN
 06/28/2021 MORENO, BRYAN
 07/15/2021 CHAGOYA, JESUS, M
 07/19/2021 NUNO, GABRIELA
 08/11/2021 MORRO, GERALD, A
 08/25/2021 WEBER, SUSAN, M
 08/29/2021 MEJIA, ANGELICA
 08/30/2021 DISTOR, SYRON
 09/01/2021 POLASKI, JAMES, R
 09/06/2021 SAVAGE, EDWARD
 09/07/2021 SUMERACKI, LESLEY
 09/13/2021 GARZA, BRYAN, A
 09/13/2021 GARZA, KATHIE, M
 09/18/2021 SANCHEZ, ARMANDO, E
 09/23/2021 JARAMILLO, JAVIER
 09/27/2021 TORRES GARCIA, MIGUEL
 10/04/2021 BOYLE, THOMAS, P
 10/04/2021 SANCHEZ, CARLA, Y
 10/25/2021 WOLFF, MICHAEL, A
 11/08/2021 BANDA, RAYMUNDO
 11/15/2021 URIOSTEGUI, ADRIAN

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TCHR97

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====

CORPORATE

11/22/2021 MIJARES, BRENDAN, A
 11/22/2021 RAMIREZ, CLAUDIA, I
 11/29/2021 RIVERA, GEOVANNY
 12/06/2021 CERRITOS, ALEJANDRO
 12/06/2021 VERNE, GIANCARLO
 12/13/2021 DIAZ, ESPERANZA, L
 12/14/2021 GARCIA, JUDITH
 12/18/2021 MARTINEZ, MICHAEL, A
 01/04/2022 AVILA, MIGUEL
 01/04/2022 GARDUNO, Omero
 01/04/2022 JOHANSEN, KYLE, A
 01/04/2022 LARA, RICHARD
 01/05/2022 GARCIA, DANIEL, S
 01/10/2022 ALMADER TORRES, JOVITA
 01/10/2022 LAVERY, ADAM, S
 01/10/2022 LOEZA, FRANK
 01/10/2022 PALAFOX, CESAR, G
 01/10/2022 SHEEHAN, CONNOR, M
 01/10/2022 VALENTI, JESSE, A
 01/12/2022 RENTERIA, ANTHONY, V
 01/19/2022 YARBROUGH, LESIA, M
 01/24/2022 DIAZ, EDNA
 02/07/2022 NOWAK, MARK, A
 02/07/2022 TEMES, DELORES, R
 02/23/2022 ALVA, ERIKA
 02/28/2022 RODRIGUEZ, KATRIN, T
 03/01/2022 HURD, BRANDON, T
 03/01/2022 KUBICA, FRANCESCA, K
 03/01/2022 RUGGIERO, STEVEN, P
 03/01/2022 SWISTEK, AFTON, D
 03/09/2022 ZAMBRANO, ANTONIO
 03/22/2022 VARGAS, BLANCA, M
 04/11/2022 CRUZ ANAYA, IDALIA
 04/11/2022 MENDOZA, ULISSES
 04/11/2022 WALCZAK, RYAN
 04/16/2022 RAMIREZ, SALVADOR
 05/02/2022 CAMACHO CORNELIO, MARIA, I
 05/02/2022 CAMACHO-ELLISON, LETICIA, D
 05/02/2022 CARRILLO-GIRON, NESTOR, C
 05/02/2022 CHEVRY, DONNA, M
 05/02/2022 ESTRADA, CHRISTOPHER, A
 05/02/2022 GRANGER, LYNETTE, K
 05/02/2022 HERVIEUX, OCEAN, N
 05/02/2022 JAMROK, JEFFREY, B
 05/02/2022 KNOWSKI, LISA, M
 05/02/2022 LANDERS, CAROLYN, K
 05/02/2022 MATHIS, SKYLAR, P
 05/02/2022 NOYOLA, PATRICIA
 05/02/2022 RAMOS, SALVADOR, I
 05/02/2022 RIZO, LILIANA, L
 05/02/2022 RIZZO, CARLO, J
 05/02/2022 RODRIGUEZ, AARON, R
 05/02/2022 SHAUL, JEREMY, B
 05/02/2022 SMITH, GLEN

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TIME 12:52:40

HIRE DATE

TCHR97

HIRE DATE NAME

LDONATO

=====

CORPORATE

05/02/2022 WILLIAMS, PAMELA, J
 05/05/2022 VEGA, JACKLYN
 05/05/2022 VEGA, JENNIFER
 05/09/2022 CORNEJO, MARIA, C
 05/23/2022 RAMOS, ROSALINDA
 05/24/2022 JIMENEZ, WENDY
 05/31/2022 GALLEGOS, MARA, A
 06/06/2022 MANFRE, RYAN
 06/08/2022 GONZALEZ, ALEJANDRO
 06/15/2022 PAIZ, AUSTIN
 06/21/2022 BONILLA, ANDRES, A
 06/21/2022 GARCIA, VANESSA
 06/21/2022 MAYORGA, VALENTINA
 06/21/2022 SANTOS, SARAH
 07/11/2022 ALMANZA, MARCY
 07/11/2022 BAUTISTA, ANTHONY
 07/11/2022 HEREDIA, AALIYAH
 07/17/2022 HUITRON, IVAN
 07/18/2022 MARTINEZ, ROLANDO
 07/18/2022 MOORE, CHRISTOPHER
 07/18/2022 REICHENBERGER, NATHAN
 07/18/2022 TALBOT, NATHANIEL
 08/15/2022 ARDOLINO, MEGHAN
 08/15/2022 BUSTAMANTE, JAZMIN
 08/15/2022 HERRERA, JASMINE
 08/15/2022 WEINER, SAMANTHA
 08/15/2022 WILLIS, FELICIA
 08/25/2022 DIAZ, JESUS
 08/25/2022 LEWANDOWSKI, NICHOLAS
 08/25/2022 TAYLOR, JOHNNY
 08/29/2022 DIAZ, ANTONIO
 08/29/2022 GONZALEZ, ERICK
 08/29/2022 MARTINEZ, NICHOLAS
 08/29/2022 MORENO, ADRIAN
 08/29/2022 NUNEZ, ALEX
 08/29/2022 QUIROGA, ANTHONY
 08/29/2022 WASHINGTON, JADA
 09/06/2022 GRAJEDA, ROY
 09/13/2022 SANDOVAL, RUBEN
 09/15/2022 RABER, ALYSSA
 09/19/2022 WILLIS, DELISHA
 10/17/2022 MONTIEL, JOEL
 10/17/2022 PEREZ-VARELA, RAUDEL
 10/17/2022 SPURLOCK, JARROD
 10/24/2022 ARELLANO, FELICIANO, JR
 11/14/2022 GONZALEZ, OLIVIA
 11/21/2022 MORALES, MARIO
 11/22/2022 BEAN, REBEKKA
 12/08/2022 DIAZ DONATO, LUPITA
 12/12/2022 REYES, ALICIA
 12/14/2022 HUNTER, GEORGE
 12/19/2022 RODRIGUEZ, EDUARDO
 12/19/2022 ROSAS, DIANA
 01/03/2023 CABRERA CERNA, CELIA

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TCHR97

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====
CORPORATE

- 01/09/2023 BRIGGS, SAMANTHA
01/17/2023 FERNANDEZ, JOHN
01/23/2023 CAZARES, EMILIO, CHAVIRA
01/23/2023 HARRIS, THERESA
01/26/2023 SOTELO, DIEGO
02/13/2023 VELA, BEANKA
03/07/2023 RIVAS, MARIA, G
03/13/2023 DEFRANCISCO, SAM
03/22/2023 RODRIGUEZ, MARK
04/03/2023 JOHNSON, PATRICK
04/04/2023 FARIAS-BARRON, RAMON
04/10/2023 BONILLA, FRANCISCO
04/17/2023 NOVOA, LUIS
04/20/2023 BONFANTE, JAVIER
04/24/2023 CARRILLO, ALEJANDRO
04/24/2023 GALVAN ACOSTA, MARIEL
05/01/2023 AVALOS-LANDEROS, ALEXIS
05/01/2023 JANOSEK, MATTHEW
05/01/2023 MOLARO, MARK
05/01/2023 NOVOA, DAVID
05/11/2023 BENITEZ, IRIS
05/11/2023 DIAZ, ELYANA
05/11/2023 GONZALEZ, JACQUELINE
05/11/2023 OROZCO, AARON
05/11/2023 OROZCO, ISIDRO
05/15/2023 ARCE, JULIANA
05/15/2023 ESTRADA, MAIRA

Total Employees: 837
Estimated Payroll Salary: 1,650,328.31

NOTE: Hourly rates not included in estimated payroll salary

HUMAN RESOURCES

DATE 5/18/23

EMPLOYEES BY

TCHR97

TIME 12:52:40

HIRE DATE

LDONATO

HIRE DATE NAME

=====

LIBRARY

- 10/24/1988 GNAT HERNANDEZ, COLLEEN
- 08/19/1999 PARRILLA, VANESSA
- 10/16/2000 CONROY, PATRICIA, M
- 11/01/2000 CRUZ, FRANCISCO, J
- 09/12/2001 PERALTA, BEATRIZ, A
- 10/14/2003 RIVERA, TOMASA
- 06/20/2005 TOMSCHIN, SANDRA
- 05/29/2008 SOLIS, ERICK, D
- 06/03/2008 CANALES, CECILIA
- 08/14/2009 JAIMES, RAUL, JR
- 08/04/2010 LOZA, LINDA, A
- 06/05/2013 HERNANDEZ, CRISTIAN, R
- 06/11/2013 HERNANDEZ, CHRISTIAN, S
- 06/11/2015 AVILA, ZAHID, A
- 10/13/2016 RODRIGUEZ, VERONICA
- 09/17/2018 ARROYO, PAOLINA, N
- 02/27/2019 BOWMAN, CAMILLE, L
- 03/14/2019 LEATO, KAREN, C
- 07/08/2019 MAGALLON, IRMA
- 08/06/2019 VALDES, AMEYALLI
- 11/04/2019 MACKOWIAK, JOAN, M
- 11/08/2019 ZAMUDIO, EMILY, M
- 09/08/2020 IBARRA, LUIS, R
- 07/30/2021 CARANNA, ANGEL, L
- 06/03/2022 LOERA, ISAAC
- 06/04/2022 NUSSBAUM, HANNAH
- 06/06/2022 SWEATMAN, HALEY
- 06/16/2022 DIAZ, ANGELIQUE
- 06/16/2022 MANJARREZ, JADE
- 08/22/2022 VARGAS, SAMANTHA
- 08/30/2022 SANTOS, DANIELLE
- 01/04/2023 HARRIS, KATRINA

Total Employees: 32
 Estimated Payroll Salary: 27,626.18

NOTE: Hourly rates not included in estimated payroll salary

RESOLUTION

RESOLVED THAT THE LIST OF MEDICAL CLAIMS AND THE STOP LOSS INSURANCE POLICY PREMIUM FOR THE MONTH OF MARCH 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$1,452,609.45, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____



Group Health Plan	TOWN OF CICERO 4949 W. CERMAK ROAD CICERO, IL 60804-2461
Employer Account No.	IL1-019209
Bill Group	5092392250
Account ID Number	[REDACTED]
Invoice Number	873581171813
Invoice Date	03/31/2023
Invoice Period	03/01/2023 - 03/31/2023
Billing Cycle	MONTHLY

Make Electronic (Wire ¹ or ACH ²) Payments to	
Mellon Bank Health Care Service Corporation	
HCSC ABA Number	[REDACTED]
HCSC Bank Account Number	[REDACTED]
Account ID Number	8735810044
Amount Due	\$1,452,609.45
Date Due	05/02/2023
See footnotes for important Wire & ACH payment instructions	

Claim Charges/Credits - Paid 3/1/23 - 3/31/23	
Value Based Care-Value Incentive	3,524.61
Medical-Facility	419,634.33
Dental	64,819.23
Medical-Professional	431,697.89
Value Based Care-Care Coordination	855.79
Pharmacy	498,827.21
Total Claim Charges/Credits	\$1,419,359.06

Claims Adjustments	Incurred Date	
Specific Stop Loss Credit/Charge	12/31/2022	(1,120.25)
Total Claims Adjustments		\$(1,120.25)

Administration Fees	Calculation Method	
RX Rebate Credit	Per Contract Per Month	(105,512.68)
Medical Rx Rebate Credit	Per Contract Per Month	(1,767.50)
Telehealth	Per Contract Per Month	367.64
Administration Fee - Dental	Per Contract Per Month	2,926.70
IL Access Fee	Monthly IL Access Fee	9,957.57

(continued on next page)

¹For Electronic payment via Wire

You MUST include the following in the "Reference for Beneficiary" (RFB) (1@16) and "Originator to Beneficiary" (OBI) (1@35) in the following order: 1 Account name, 2 IL, MT, NM, OK or TX (depending on sales location), 3 Account ID number and due date (mmddyy). Please reference the "Make Electronic Payments to" portion at the top right of your invoice for the correct information.

²For Electronic payment via ACH

The PPD and CCD formats have different fields named "Individual ID" or "Identification Number." Please add your account description as directed in the wire instructions in the "Company Description Data" field.

Administration Fees <i>(continued from previous page)</i>	Calculation Method	
Administration Fee	Per Contract Per Month	52,346.28
Specific Stop Loss	Per Contract Per Month	71,916.04
APR Savings Program-Data Mining & Post Pay Recovery	Claim Based	24.21
APR Savings Program-Advanced Claim Edits and Coding Validation	Claim Based	595.90
APR Savings Program-Coordination of Benefits	Claim Based	3,382.43
Total Administration Fees		\$34,236.59

Administration Adjustments	Incurred Date	
COVID OTC Test Charge	03/16/2023	52.50
COBRA Premiums	03/21/2023	(43.45)
COBRA Admin Fee	03/21/2023	125.00
Total Administration Adjustments		\$134.05

Total Claim Charges/Credits	\$1,418,238.81
Total Administration Fees & Adjustments	\$34,370.64
Total Charges	\$1,452,609.45

Billing Contact
DANIELLE REGGIA
Email: ASO_Billing_Team@bcbsil.com

Account Executive Contact
Dee Mastro-Holzkopf
Email: mastrod@bcbsil.com

Electronic payment is preferred. Check payment is acceptable.

Make checks payable to
Health Care Service Corporation

Include
Account ID Number [REDACTED]
Amount Due \$1,452,609.45
Date Due 05/02/2023

If sending via Overnight Courier

Health Care Service Corporation
Attn: 14169
5505 N. Cumberland Ave.
Suite 307
Chicago, IL 60656-1471

If sending via 1st Class Mail

Health Care Service Corporation
Dept. CH 14169
Palatine, IL 60055-4169

RESOLUTION

RESOLVED THAT THE LIST OF HMO MEDICAL CLAIMS INSURANCE POLICY PREMIUM FOR THE MONTH OF MAY 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$41,248.80, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____



BlueCross BlueShield of Illinois
 A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
 an Independent Licensee of the Blue Cross and Blue Shield Association.

Remittance Address:
 Blue Cross and Blue Shield of Illinois
 P. O. Box 690615
 Dallas, TX 75265-0615

For All Billing Inquiries Call:
 800-414-7147

Account:	TOWN OF CICERO	8757
Profile:	0000625482 - ALL SUBSCRIBERS	
Bill Date:	04-14-2023	Payment Due Date: 05-01-2023
Bill Period:	03-01-2023 to 06-01-2023	Page 3

BILL SUMMARY

Previous Amount Billed

Payments

NONE

Adjustments

FEBRUARY 2023 COBRA PREMIUMS

Total Payments and Adjustments

Remaining Balance

Fees

Current Charges
 Subscriber Fee Adjustments

Total Fees

Total Amount Due

Date: 03-23-2023 Activity: (581.27) Total Due: \$34,248.28 ← Approved 4/25/23
 Board meeting

03-23-2023 (581.27) \$33,667.01 (\$581.27)

37,014.86
 4,233.94

\$41,248.80
\$74,915.81

In order to properly apply your payment and avoid possible disruption of service, please note the following instructions when remitting your payment:

If remitting by check, please use the payment coupon and envelope that is provided with your Bill.

If remitting electronically via wire, please indicate the following in the description field of the Transmittal:

019209 0000625482 05-01

If sending your payment via overnight delivery service, please include the payment coupon and address to:

Blue Cross Blue Shield of Illinois
 Attention: 650615
 1501 North Plano Road, Suite 100
 Richardson, TX 75081

RESOLUTION

RESOLVED THAT THE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PREMIUM FOR THE MONTH OF MAY 2023, PREPARED BY BLUE CROSS BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$6,116.94, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____



BlueCross BlueShield of Illinois

701 E. 22nd Street, Suite 300 – Lombard, IL 60148

ELIGIBILITY & BILLING:
(800) 367-6401

ELIGIBILITY CHANGES:
AncillaryQuestionsIL@bcbsil.com

TOWN OF CICERO
ATTN: SARAH KUSPER
4949 W CERMAK RD
CICERO, IL 60804-2461

STATEMENT DATE: 04/10/2023
PAID TO DATE: 04/01/2023
FOR THE PERIOD: 05/01/2023 THRU 05/31/2023

Email Address: SAJELIC@THETOWNOFCICERO.COM

Group / Account Number: [REDACTED] - 1

BILLING SUMMARY

CURRENT PREMIUM DUE	\$6,116.94
OUTSTANDING PREMIUM DUE	\$6,073.65
TOTAL AMOUNT DUE 05/01/2023	\$12,190.59

REMINDER, PLEASE PAY THE OUTSTANDING PREMIUM SHOWN ABOVE

Insurance products issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Illinois is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.
Pay online or make your check payable to Dearborn Life Insurance Company

Please complete other side to report changes not previously submitted

PLEASE DETACH AND RETURN WITH CHECK FOR TOTAL DUE

GROUP / ACCOUNT NUMBER: [REDACTED] 1
GROUP NAME: TOWN OF CICERO
FOR THE PERIOD: 05/01/2023 THRU 05/31/2023

DEARBORN LIFE INSURANCE COMPANY
36788 EAGLE WAY
CHICAGO, IL 60678-1367

CURRENT PREMIUM DUE	\$6,116.94
OUTSTANDING PREMIUM DUE	\$6,073.65
TOTAL AMOUNT DUE 05/01/2023	\$12,190.59





TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708.656.3600

APPLICATION FOR A STREET CLOSURE FOR A SPECIAL EVENT

RETURN THIS COMPLETED APPLICATION, ANY REQUIRED PAYMENT OR BOND AND AN EXECUTED STREET CLOSURE AGREEMENT TO:

THE OFFICE OF THE TOWN CLERK
4949 WEST CERMAK ROAD
CICERO, ILLINOIS 60804
TELEPHONE: 708-656-3600
FACSIMILE: 708-656-5801

THE BOARD OF TRUSTEES OF THE TOWN OF CICERO WILL ONLY REVIEW THIS APPLICATION IF IT IS LEGIBLE AND FILLED OUT COMPLETELY. PLEASE TYPE OR PRINT CLEARLY.

Date of application: 5/17/23. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: The American Legion Cicero Post 96, TAL Auxiliary, TAL Stickney (the "Sponsor")
Post 687
- Address of each Sponsor: TAL & ALA 5820 West 35th St Cicero, IL 60804
TAL Stickney post 687 - 6431 Pershing Rd Stickney, IL
- Telephone number of each Sponsor: 708 652-4341 - 708-788-8203
- Facsimile number of each Sponsor: event - AA -

AGENT INFORMATION (if the Sponsor is an entity or is an individual who will not be present throughout the duration of the special event, include the following information for an authorized and responsible agent (the "Agent")):

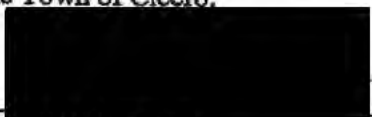
REQUIRED ATTACHMENTS:

- A fully executed Street Closure Agreement
- Security Plans

The Sponsor has been given a copy of Chapter 82, Section 82-38 of The Code of Ordinances of the Town of Cicero, Illinois.

THE SPONSOR UNDERSTANDS THAT, IF THIS APPLICATION IS GRANTED: (1) THE SPONSOR MUST MAINTAIN, AT ITS SOLE COST AND EXPENSE, SUCH INSURANCE POLICIES WITH SUCH LIMITS AS DETERMINED BY THE TOWN OF CICERO; (2) THE SPONSOR WILL BE REQUIRED TO POST A BOND OR DEPOSIT WITH THE TOWN OF CICERO A SUM IN AN AMOUNT ESTIMATED TO COVER THE ADDITIONAL PERSONNEL COSTS TO BE INCURRED BY THE TOWN; (3) APPROVAL TO HOLD THE SPECIAL EVENT MAY BE REVOKED BY THE TOWN; (4) THE SPONSOR IS RESPONSIBLE FOR CLEANING THE STREET AND REMOVING ALL MATERIALS AND EQUIPMENT FROM THE STREET AT THE END OF THE SPECIAL EVENT; AND (5) THE SPONSOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS OR ORDERS IN CARRYING OUT THE SPECIAL EVENT.

If this application is granted, the Town of Cicero will notify the Sponsor of the approval, the amount and type of insurance policies required to be carried by the Sponsor, the amount of the bond or sum needed to cover the Town of Cicero's anticipated additional personnel costs, if applicable, and of any other conditions imposed on the special event by the Town of Cicero.



Signature of Sponsor

John Alvarado

Printed Name of Sponsor

5/18/23
Date

- Name of the Agent: John Alvarado
Dolores Alvarado
- Address of the Agent: [REDACTED]
- Telephone number of the Agent: [REDACTED]
- Facsimile number of the Agent: [REDACTED]

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: Sun June 11
- The special event will start at 10:30 a.m. and end at 05 p.m.
- The block, intersection or portion of the street that the Sponsor is asking to close: On 58th st from 35th street to the alley
- The estimated number of people who will attend the special event: 80
- The purpose or a description of the special event: Flag Retirement Ceremony
- Will parking be restricted or prohibited during the special event (check one box)?
 YES or NO
- Will any music will be played or sound amplification equipment be used at the special event (check one box)? YES or NO
If YES, all sound amplification equipment must be used in accordance with applicable laws, including the Town of Cicero's noise ordinance.
- Will alcoholic liquor, beverages, food and/or merchandise be sold, offered for sale or given away at the special event (check one box)? YES or NO
If YES, what types of goods will be sold, offered for sale or given away: Alcohol sold ; Food & beverage given away
- If YES, the Town of Cicero may require the Sponsor to provide proof to the Town of Cicero that the Sponsor has obtained all necessary permits or licenses to carry out the special event.
- The special Town of Cicero services, if any, that the special event will require: posting signs, street blockades.



5820 West 35th St
Cicero, IL 60804

Talciceropost96@gmail.com
708-562-4341

The American Legion Cicero Post 96
Tuesday through Saturday 5 p.m. – 12 a.m.
Ciceropost96.weebly.com

Security Action Plan for Flag Retirement Ceremony

Sunday, June 11, 2023, from 10:30 a.m. – 5 p.m.

Security coordinator: John A. Alvarado, Commander of Cicero Post 96

Security and crowd control plan: We are not expecting more than 80 people, a majority of whom will be veterans and their families. Our in-house security staff will include the Sgt. Of Arms, David Garcia, Sr. Vice Commanders, Tony Rivera, and Alex Segoviano.

The crowd will be concentrated outdoors where the flag retirement ceremony will take place. The Cicero Fire Department has been notified of the ceremony and will be on hand during the burning of the flags.

Preemptive Awareness: As the date draws near we will increase our monitoring of social media to determine if there are any planned disturbances or protests, that may affect us or local law enforcement and emergency services.

Personnel

All legion Officers are considered de facto security personnel. Our post code of conduct stipulates that members are to be the eyes and ears of the post, alerting staff on duty to any threats, fraud, or other illegal activities. They will patrol the facility during the event.

Guests and visitors can be identified by the navy lanyard. Patrons over 21 will receive a wristband.

Access Control: Access to the event will require that guests enter through the front door and check-in. The post will have 2 staff members at the entrance to facilitate the orderly entry and exiting of the crowd. Emergency exits allow for the free flow of the crowd from the facility.

Post-Event Actions

Following the event, an After-Action Report will be completed to identify the positive and negative aspects of the event. The main purpose of an After-Action Report is to identify and document what worked, what did not work, and what

In the event of an incident report, a summary sheet will be prepared to show how personnel responded to the incident in case questions of legal liability arise later.



5341 West Cermak Road, Cicero, IL 60804
(708) 652-3377 - Fax (708) 222-9984

May 18th, 2023

Bina Habibi, Ed. D
Executive Director

Dear Ms. Jaramillo,

The Children's Center staff would like to take the opportunity to provide and distribute information about our child care services to the Cicero residents at Town Hall between June 19th through the 30th from 10:30am to 4:30pm. We understand the town will be issuing the city stickers during this time and would like to make ourselves available to directly engage with families and help them with their childcare needs in our Cicero programs.

Thank you in advance for your support to serve Cicero families in meeting their childcare needs.


Bina Habibi.

A Not-for-Profit Corporation
All Children Deserve the Best



OUR LADY OF CZESTOCHOWA & CHARITY PARISH

ST. MARY OF CZESTOCHOWA CHURCH
OUR LADY OF CHARITY CHURCH

May 16, 2023

Honorable Town President and Board Members,

Our parish is planning two religious' procession for Corpus Christi on June 11, 2023. The first procession will be taking place around the block of Our Lady of Charity Church located at 3600 S 57th Ct. starting around 11:00 am, the second procession will be taking place in St. Mary of Czestochowa Church starting around 11:30 am. I have attached a map with the details of the route that each procession will follow.

Also, on June 22 at 10:30 am a Blue Mass will be celebrated in honor of all our first responders, our pastor has been working together with the Cicero Police Department and Archdiocese of Chicago Vicariate IV offices. We would like to request your approval to close the section of 30th St. that is located between 49th Ave. and 48th Ct. as well as the section of 48th Ct. between 30th St. and 31st St.

As always, thank you for your continue support to our parish.

Sincerely,

Rosamar Mallari

Ms. Rosamar Mallari
Office Manager

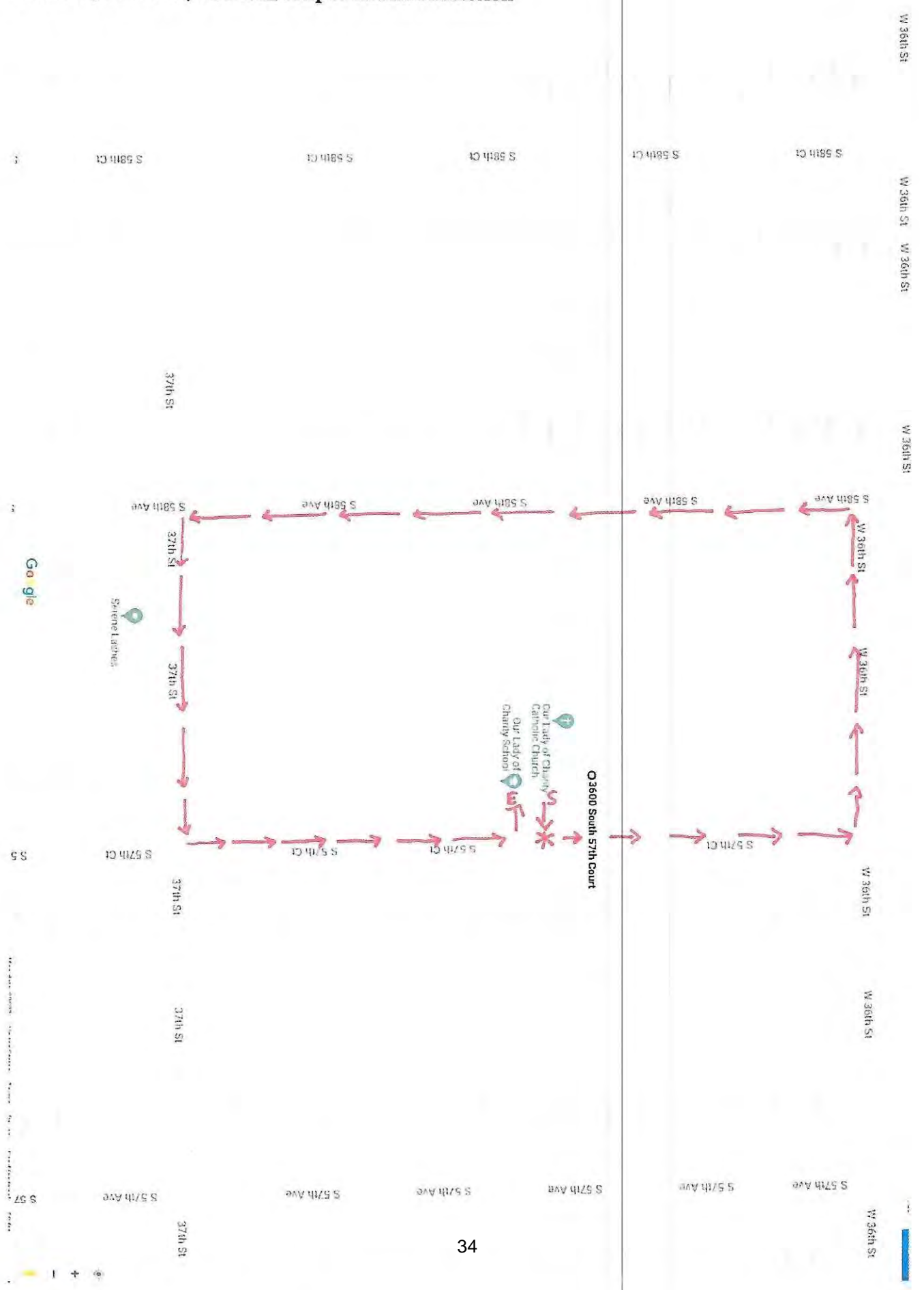
3010 S. 48th Ct., Cicero, IL 60804

Telephone: 708.652.0948

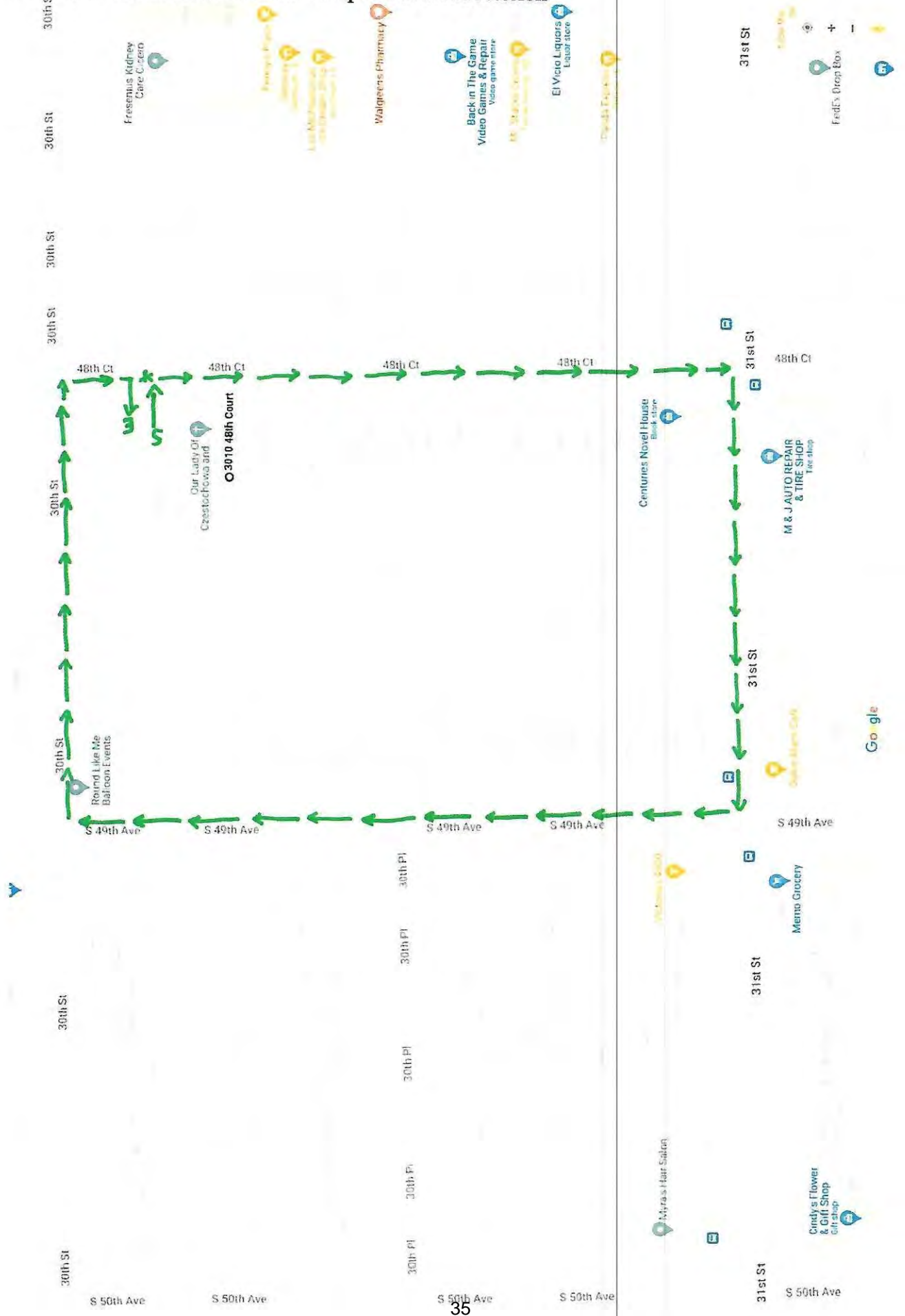
Web Site: www.olccparish.com

E-Mail: office@olc-church.org

Our Lady of Charity Church_ Corpus Christi Procession



St. Mary of Czestochowa Church - Corpus Christi Procession





May 2, 2023

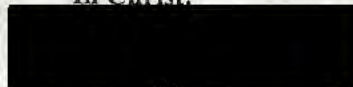
Honorable Larry Dominick
Town of Cicero
4949 West Cermak Rd.
Cicero IL. 60804

Town President Honorable Larry Dominick: We are planning to celebrate our Patronal Saint: "St. Anthony of Padua", we kindly request permission for a procession on Tuesday June 13th at 7:00pm. This Procession/Celebration brings parishioners in. Also, it is great seeing people who come out of their houses to watch the procession and think about their faith. It brings great awareness to the community of its own beautiful history and traditions.

The Procession will follow the route indicated on the attached map. Also, I include a copy of the application for Public Assembly.

I thank you in advance for your consideration in the celebration of this important Saint Anthony's religious procession. If I can be of any further assistance, or provide you with any further information, please do not hesitate to contact me at (708) 477- 6915 or e-mail [s stanthonycicero@yahoo.com](mailto:stanthonycicero@yahoo.com)

In Christ,



Pastor, Rev. Sergio Solis

1510 S. 49th Court Cicero, IL 60804 Tel: 708 -652-0231 Fax: 708 -652-0228



TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708.656.3600

APPLICATION FOR A STREET CLOSURE FOR A SPECIAL EVENT

RETURN THIS COMPLETED APPLICATION, ANY REQUIRED PAYMENT OR BOND AND AN EXECUTED STREET CLOSURE AGREEMENT TO:

THE OFFICE OF THE TOWN CLERK
4949 WEST CERMAK ROAD
CICERO, ILLINOIS 60804
TELEPHONE: 708-656-3600
FACSIMILE: 708-656-5801

THE BOARD OF TRUSTEES OF THE TOWN OF CICERO WILL ONLY REVIEW THIS APPLICATION IF IT IS LEGIBLE AND FILLED OUT COMPLETELY. PLEASE TYPE OR PRINT CLEARLY.

Date of application: May 2, 2023. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: St. Anthony of Padua Catholic Church (the "Sponsor")
- Address of each Sponsor: 1510 S. 49th Court Cicero, IL 60804
- Telephone number of each Sponsor: (708) 477-6915
- Facsimile number of each Sponsor: N/A.

AGENT INFORMATION (if the Sponsor is an entity or is an individual who will not be present throughout the duration of the special event, include the following information for an authorized and responsible agent (the "Agent")):

- Name of the Agent: Rev. Sergio Solis
- Address of the Agent: 1510 S. 49TH Court Cicero IL 60804
- Telephone number of the Agent: (708) 477-6915
- Facsimile number of the Agent: cell [REDACTED]

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: st. Anthony's Procession
June 13, 2023
- The special event will start at 7:00pm m. and end at 8:30pm m.
- The block, intersection or portion of the street that the Sponsor is asking to close:
A Map is included
- The estimated number of people who will attend the special event: 300 - 500
- The purpose or a description of the special event: To celebrate our
Patron Saint's Solemnity.

- Will parking be restricted or prohibited during the special event (check one box)?
 YES or NO

- Will any music will be played or sound amplification equipment be used at the special event (check one box)? YES or NO

If YES, all sound amplification equipment must be used in accordance with applicable laws, including the Town of Cicero's noise ordinance.

- Will alcoholic liquor, beverages, food and/or merchandise be sold, offered for sale or given away at the special event (check one box)? YES or NO

If YES, what types of goods will be sold, offered for sale or given away: _____

If YES, the Town of Cicero may require the Sponsor to provide proof to the Town of Cicero that the Sponsor has obtained all necessary permits or licenses to carry out the special event.

- The special Town of Cicero services, if any, that the special event will require: We kindly request Police officer to closed the route of The walk.

REQUIRED ATTACHMENTS:

- A fully executed Street Closure Agreement
- Security Plans

The Sponsor has been given a copy of Chapter 82, Section 82-38 of The Code of Ordinances of the Town of Cicero, Illinois.

THE SPONSOR UNDERSTANDS THAT, IF THIS APPLICATION IS GRANTED: (1) THE SPONSOR MUST MAINTAIN, AT ITS SOLE COST AND EXPENSE, SUCH INSURANCE POLICIES WITH SUCH LIMITS AS DETERMINED BY THE TOWN OF CICERO; (2) THE SPONSOR WILL BE REQUIRED TO POST A BOND OR DEPOSIT WITH THE TOWN OF CICERO A SUM IN AN AMOUNT ESTIMATED TO COVER THE ADDITIONAL PERSONNEL COSTS TO BE INCURRED BY THE TOWN; (3) APPROVAL TO HOLD THE SPECIAL EVENT MAY BE REVOKED BY THE TOWN; (4) THE SPONSOR IS RESPONSIBLE FOR CLEANING THE STREET AND REMOVING ALL MATERIALS AND EQUIPMENT FROM THE STREET AT THE END OF THE SPECIAL EVENT; AND (5) THE SPONSOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS OR ORDERS IN CARRYING OUT THE SPECIAL EVENT.

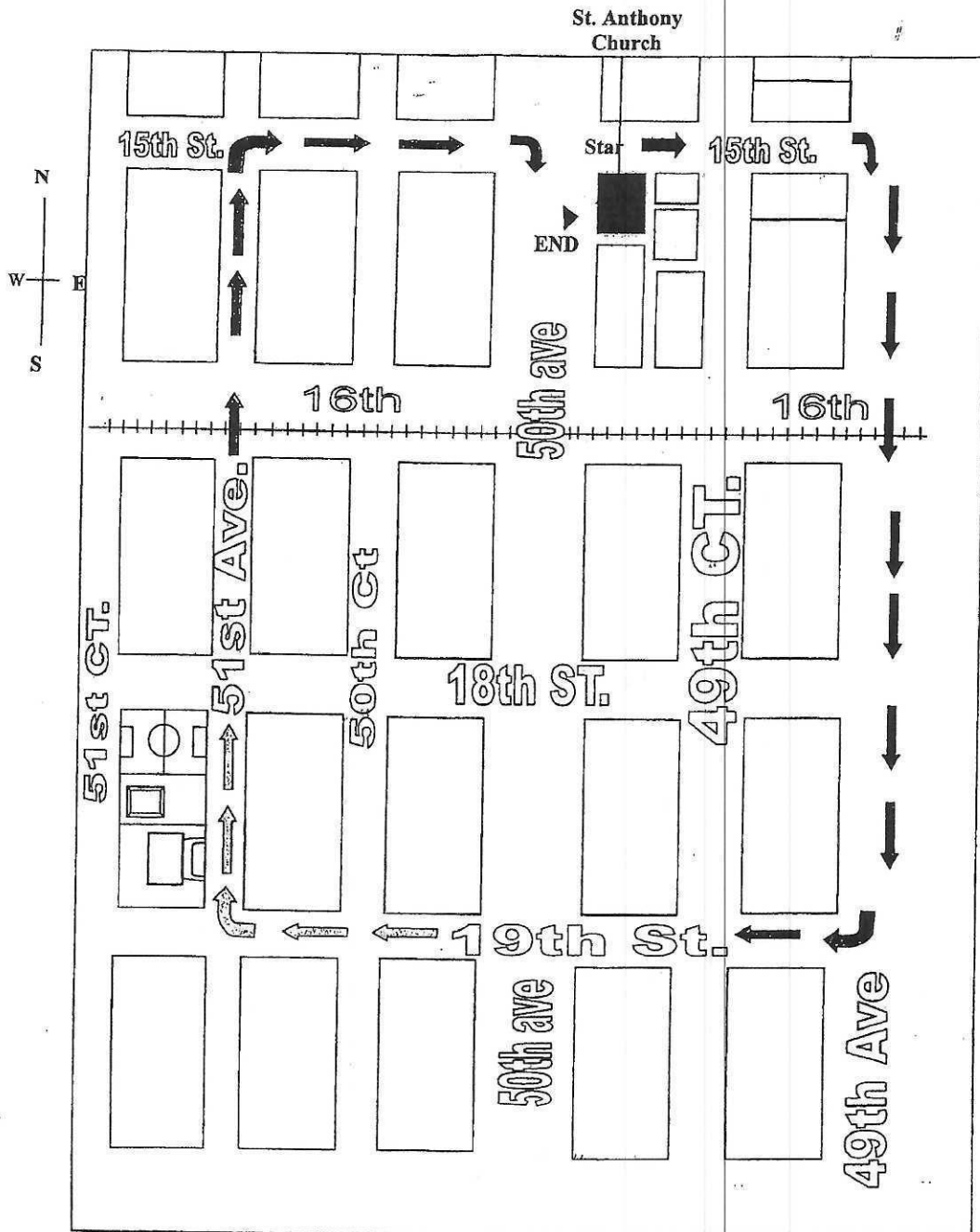
If this application is granted, the Town of Cicero will notify the Sponsor of the approval, the amount and type of insurance policies required to be carried by the Sponsor, the amount of the bond or sum needed to cover the Town of Cicero's anticipated additional personnel costs, if applicable, and of any other conditions imposed on the special event by the Town of Cicero.



Signature of Sponsor

Rev. Sergio Soles
Printed Name of Sponsor

May 2, 2023
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc. PHONE: (A/C, No. Ext): 800-962-7088 FAX: (A/C, No.): 855-858-0904 E-MAIL: Address: cbccerts@gbtpa.com														
INSURED The Catholic Bishop of Chicago 635 N. Rush St. Chicago IL 60611	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Underwriters at Lloyd's London</td> <td>15792</td> </tr> <tr> <td>INSURER B: American Alternative Insurance Corp</td> <td>19720</td> </tr> <tr> <td>INSURER C: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER D: Old Republic Union Insurance Company</td> <td>31143</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Underwriters at Lloyd's London	15792	INSURER B: American Alternative Insurance Corp	19720	INSURER C: Safety National Casualty Corporation	15105	INSURER D: Old Republic Union Insurance Company	31143	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Underwriters at Lloyd's London	15792														
INSURER B: American Alternative Insurance Corp	19720														
INSURER C: Safety National Casualty Corporation	15105														
INSURER D: Old Republic Union Insurance Company	31143														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 523266183** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LDC <input type="checkbox"/> OTHER		BP1000922	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BP1000922	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 1,000,000		8221000712299 R2A2FF000000907	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PA/INER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	BP1000922 SP4067124	7/1/2022 7/1/2022	7/1/2023 7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If additional Insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.
 St. Anthony of Padua, 1510 S. 49th Court, Cicero, IL 60804

 Proof of Insurance for use of property and streets for a "Procession" on Tuesday, June 13, 2023 by St. Anthony of Padua.
 Additional Insured: Town of Cicero

CERTIFICATE HOLDER Town of Cicero 4949 W. Cermak Road Cicero IL 60804 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate



THE CATHOLIC BISHOP OF CHICAGO, A CORPORATION SOLE
CATHOLIC CHURCH ARCHDIOCESE OF CHICAGO
835 N RUSH ST
CHICAGO IL 60611-2030

Sales Tax Exemption Certificate

Issue date:
01/10/2019

Sales Tax Exemption



Expiration date:
02/01/2024

Organization type:

Religious

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

ILLINOIS REVENUE
[Signature]
Acting Director

OFFICIAL DOCUMENT - DO NOT DESTROY

SPRINGFIELD OFFICE:
109 STATE HOUSE
SPRINGFIELD, ILLINOIS 62706
PHONE: (217) 782-8173



DISTRICT OFFICE:
6117 W. CERMAK ROAD
CICERO, ILLINOIS 60804
PHONE: (708) 222-5240
FAX: (708) 222-5241

ELIZABETH "LISA" HERNANDEZ
ILLINOIS STATE REPRESENTATIVE • 24TH DISTRICT
ASSISTANT MAJORITY LEADER

Maria Punzo Arias, Town Clerk
4949 W Cermak RD
Cicero, IL 60804

Dear Ms. Punzo – Arias,

I write to request an occupancy use permit of the "L" strip behind the Olympic Building located at 6134 W. Cermak RD. I will be hosting a community Shred Event on Sunday June 18th, 2023 from 9:00am to 12:00pm.

In today's technology filled world, we must take steps to ensure that we protect the security and integrity of our citizen's personal information. This event allows individuals from our community to protect their families from identity theft by providing a way to destroy old and sensitive documents safely and securely.

I further request that the parking spaces on the west south corner of the parking lot be restricted the night before (June 10th) to allow the shredding truck to park. Rest assure that the free flow of traffic will not be impeded.

Please feel free to contact my office if you need additional information.

Sincerely,

A large black rectangular redaction box covering the signature of Elizabeth "Lisa" Hernandez.

Elizabeth "Lisa" Hernandez
State Representative 2nd District
Assistant Majority Leader



Maria Arias <marias@thetownofcicero.com>

Request for Rep Hernandez Shred Day event on June 18th

3 messages

Cynthia Chavez [redacted]
To: "marias@thetownofcicero.com" <marias@thetownofcicero.com>
Cc: Silva Villa [redacted]

Mon, May 15, 2023 at 2:45 PM

Good afternoon Maria,
attached please find a letter from Rep Hernandez requesting an occupancy use permit of the "L" strip for a community shred event. If you have any questions please feel free to contact me.

Thank you
Cynthia Chavez~
Administrative Assistant
Office of Elizabeth "Lisa" Hernandez
State Representative *Deputy Majority Leader
6117 W. Cermak Rd.
Cicero, IL 60804
708-222-5240

20230515143301_001 (1).pdf
360K

Maria Arias <marias@thetownofcicero.com>
To: Cynthia Chavez [redacted]
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Mon, May 15, 2023 at 3:06 PM

Hello Cynthia -

Thank you for reaching out. We will add this request to our May 23, 2023 board agenda. Upon approval, one of my assistants whom I've cc'd on this email reply will email you a copy of the permit.

Have a great day!

Maria
[Quoted text hidden]

Maria A. Punzo-Arias
Town Clerk

TOWN OF CICERO
4949 W. Cermak Road
Cicero, IL 60804
Office: (708) 656-3600, Ext. 200
Fax: (708) 656-5801
Email: marias@thetownofcicero.com
Web: www.thetownofcicero.com

THIS IS A CONFIDENTIAL COMMUNICATION: The preceding e-mail message contains information that is confidential. It is intended to be conveyed only to the designated recipient(s). Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege. If you are not an intended recipient of this message, please notify the sender at 708-656-3600 Ext 272. The unauthorized use, dissemination, distribution or reproduction of this message is strictly prohibited. Unless expressly stated in this email, nothing in this message should be construed as a digital or electronic signature

Maria Arias <marias@thetownofcicero.com>

Mon, May 15, 2023 at 3:06 PM

To: Cynthia Chavez <[REDACTED]>

Cc: Silva Villa <[REDACTED]> Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Díaz-Donato <ldonato@thetownofcicero.com>

Received, printed and placed in Jessica's mailbox.

On Mon, May 15, 2023 at 2:45 PM Cynthia Chavez <[REDACTED]> wrote:

[Quoted text hidden]

[Quoted text hidden]

PROGRAM : RAD440
REPORT : TRANSACTION JOURNAL
USER : BRMS
DATE : 5/15/23
TIME : 9:49
HOLD : NO
COPIES : 4
OUTPUT QUEUE: P4
DISTRIBUTION: #NONE

SELECTION OPTIONS

CASHIER CODE : #ALL
REVENUE STATION : #ALL
REVENUE CODE : #ALL
FROM PAYMENT DATE : 4/01/2023
THRU PAYMENT DATE : 4/30/2023
OPEN/POSTED : POSTED
RECEIVED FROM OR ACCOUNT #: ACCOUNT
SORT BY : REVENUE CODE
SUMMARY/DETAIL : SUMMARY

Town of Cicero, IL ***LIVE***
 DATE 5/15/23
 TIME 8:49:07

REVENUE ACCOUNTING

PAGE 1
 RA0460
 SR102

TRANSACTION JOURNAL

REVENUE CODE	INTERFACING APPLICATION	BANK ACCOUNT	TRANS. AMOUNT	TRANS. COUNT
UT Utility Billing	UT UtilityPay	AP Acc Pay	2,049,552.22	6,706
002 GAS/FUEL TAX	GEMS		143,175.79	25
102 VEHICLE TAGS	GEMS		156,850.00	4,414
105 BUSINESS LICENSE	GEMS		17,433.80	58
106 APPLICATN FEE-NO REFUND	GEMS		1,750.00	14
109 PET LICENSE	GEMS		.00	12
111 "EL" PARKING PERMITS	GEMS		935.00	28
122 BLDG PARTY PERMIT		AP Acc Pay	250.00	1
128 CREDIT CARD SURCHARGE-DO NOT USE	GEMS		2,370.08	1,402
133 RESERVED HANDICAP PARKING	GEMS		2,560.00	46
134 PUSH TAX			1,294.98	2
201 ELECTRICAL PERMITS	GEMS		19,104.00	63
202 SIGN INSPECTION	GEMS		248.00	1
204 BUILDING PERMITS	GEMS		26,771.00	211
205 PLUMBING PERMITS	GEMS		4,800.00	23
207 VACANT BLDG REGISTRATION	GEMS		1,600.00	8
212 Municipal Parking Lot Fee	GEMS		3,150.00	22
301 REAL ESTATE TRANSFER TAX	GEMS		97,890.00	53
305 DENTAL FEES		AP Acc Pay	5,997.99	13
309 AD REOPENING FEE	GEMS		400.00	6
402 PARKING VIOLATIONS	GEMS		92,570.00	2,031
404 ADMINISTRATIVE TICKETS	GEMS		11,775.00	89
405 QUASI BAIL/BOND FORFEITURE	GEMS		75.00	1
501 CERTIFICATE OF COMPLIANCE	GEMS		2,350.00	83
601 PARKING LOT TAX	GEMS		2,180.00	2
651 FOOD SERVICE PERMIT/INSP FEES		AP Acc Pay	925.00	5

REVENUE ACCOUNTING

TRANSACTION JOURNAL

REVENUE CODE	INTERFACING APPLICATION	BANK ACCOUNT	TRANS. AMOUNT	TRANS. COUNT
666 SPECIAL EVENTS SPONSERSHIPS	GEMS		2,800.00	4
672 TOWING & STORAGE FEES		AP Acc Pay	93,562.00	35
701 MUNICIPAL ADMISSION TAX	GEMS		5,650.19	1
801 REIMBURSEMENTS	GEMS		98,724.51	1
810 MISC RECEIVABLE	GEMS		155.48	3
902 ELEVATOR INSPECTIONS	GEMS		925.00	5
906 REGISTRAR'S REPORTS		AP Acc Pay	29.00	2
908 SETTLEMENT OF SUITS	GEMS		10,389.00	15
930 COLL MISC RECEIPTS	GEMS		6,350.00	127
938 NEWSLETTER ADVERTISEMENTS	GEMS		725.00	4
948 PLAN REVIEW FEE	GEMS		10,785.00	10
955 RENTAL INCOME	GEMS		5,960.50	2
961 RTA METRA LOT FEES	GEMS		65.00	1
962 DONATION INCOME	GEMS		75.00	1
981 HOUSING COURT JUDGEMENTS	GEMS		10,475.00	25
983 NET MEDICAL SUPPLIES		AP Acc Pay	7,975.10	10
989 PASSPORT FEES		AP Acc Pay	7,140.00	204
991 DUMPSTER FEES	GEMS		450.00	20
996 BUILDING CODE DEPOSITS-ESCROW	GEMS		3,700.00	73
99RC Credit Card Surchage		AP Acc Pay	10,686.71	2,400
1000 WATER LINE PERMIT		AP Acc Pay	10,200.00	9
TOTALS:			2,970,324.75	19,277



THE TOWN OF CICERO

Revenue Summary

Date: Sat Apr 1 2023 to Sun Apr 30 2023

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	2167	\$98,745
VT	4710	\$167,635
Pet License	12	\$
Misc	133	\$6,650
Business License Fees	58	\$17,403.8
EL Parking Permit	29	\$1,335
Gas Tax	25	\$143,198.79
Parking Lot Tax	2	\$2,180
ADMISSION TAX	1	\$5,650.19
SETTLEMENT OF SUITS	20	\$14,935
NEWSLETTER ADVERTISEMENTS	4	\$725
RENTAL INCOME	2	\$5,960.5
RTA METRA LOT FEES	1	\$85
DONATION INCOME	1	\$75
REIMBURSMENTS	1	\$98,724.51
MISC RECEIVABLE	3	\$155.48
Special Events	4	\$2,800
HV	26	\$12,225
AO	100	\$14,075
Dumpster Permit	22	\$500
Building Fee	216	\$37,306
Fine	5	\$1,300
Occ Fee	8	\$640
Plumbing Inspection	25	\$5,430
Plan Review Fee	18	\$12,355
Court Recording Fee	15	\$1,194.25
Compliance	6	\$1,135

Electrical Permits	76	\$20,284
Sign Inspection	2	\$512
Vacant Building Registration	10	\$2,000
Quasi Bail/Bond Forfiture	1	\$75
Elevator Inspections	5	\$925
Credit Card Surcharge Fee	1483	\$3,675.27
additional compliance inspection fee	33	\$1,650
Transfer Stamps	56	\$104,947
Escrow	38	\$
Escrow Processing Fee	39	\$3,900
Compliance	55	\$6,515
Business License Application	14	\$1,750
AO Reopening Fee	7	\$450
Reserved Handicap Parking	47	\$2,610
Municipal Parking Lot Permit	22	\$3,150
		Total Sales: \$804,861.79

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 2, ARTICLE IV, DIVISION 3 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING THE DEPARTMENT OF PUBLIC WORKS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to the efficient operation of the Town and its departments; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Town and its residents to amend various sections of Chapter 2, Article IV, Division 3 of The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) to create the position of Superintendent of Streets and Alleys and to set forth the administrative responsibilities and duties related to said position within the Town; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to amend various sections of Chapter 2, Article IV, Division 3 of the Town Code to create the position of Superintendent of Streets and Alleys and to set forth the administrative responsibilities and duties related to said position within the Town.

**ARTICLE II.
AMENDMENT TO CHAPTER 2, ARTICLE IV, DIVISION 3 OF THE CODE OF
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS**

Section 3.00 Amendment to Chapter 2, Article IV, Division 3.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 2, Article IV, Division 3 which shall be amended as follows:

DIVISION 3. - DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF FLEET MAINTENANCE

Subdivision I. - In General

Sec. 2-371. - Established.

There is established the department of public works. The department shall embrace the commissioner of public works and such subordinates and assistants as the board of trustees may by ordinance provide.

Secs. 2-372—2-400. - Reserved.

Subdivision II. - Commissioner of Public Works

Sec. 2-401. - Office created; appointment.

(a) There is created the office of commissioner of public works. The commissioner shall be appointed by the town president by and with the advice and consent of the board of trustees. The commissioner shall serve until a successor is appointed and qualified. The commissioner shall hold no other public salaried office during his term of office, unless under an ordinance permitting or requiring additional public service.

(b) The Commissioner shall be responsible for the ordering and maintenance of all equipment, vehicles, and materials utilized by the department of public works, and shall ensure the orderly maintenance and repairs of all Town roads, sidewalks, parkways, alleys, trees, and greenery. The Commissioner shall coordinate with the town president on the budgetary needs of the department of public works.

Sec. 2-402. - Bond required.

The commissioner of public works, before entering upon the duties of his office, shall execute a bond to the town in the penal sum of \$10,000.00, with such sureties as the board of trustees shall approve, conditioned for the faithful performance of the duties of his office.

Sec. 2-403. - Powers.

Except as set forth in Section 2-405, The the commissioner of public works shall be the head of the department of public works and shall have the management of all branches of the municipal service placed under the supervision, direction or control of the department.

Sec. 2-404. - Assistants; appointment; removal; duties; bond.

(a) The town president shall appoint and remove, all subordinates and assistants in the department of public works. All subordinates and assistants shall perform such duties as may be required of them by the commissioner of public works or the ordinances of the town and shall be subject to such rules and regulations as shall be prescribed by the commissioner. The salaries of such subordinates and assistants shall be such as the town president may prescribe or approve.

(b) The commissioner shall require bonds to be given by any and all subordinates and assistants in the department of public works who have the custody or handling of any moneys belonging to the town. All such bonds shall be subject to the approval of the town president.

Subdivision III. –Superintendent of Streets and Alleys.

Sec. 2-405. – Office Created; Duties.

(a) There is hereby created the office of Superintendent of Streets and Alleys of the department of public works. The Superintendent shall be appointed by the Town President by and with the advice and consent of the board of trustees.

(b) The Superintendent of Streets and Alleys shall manage the daily employment operations of the department of public works, including the assignment of all personnel and the disbursement of overtime. The Superintendent of Streets and Alleys shall be the Town’s management designee for all labor unions representing department of public works employees.

Secs. 2-406—2-410. - Reserved.

Subdivision IIIV. - Department of Fleet Maintenance

...

Section 3.01 Other Actions Authorized.

The officers, employees, and/or agents of the Town shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be effective and in full force immediately after its passage and approval in accordance with law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 94, SECTION 94-185 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING SPEED LIMITS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to ensuring the safety of motorists and pedestrians within the Town; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Town and its residents to amend Chapter 94, Section 94-185 of The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) to limit the rate of speed on 16th Street to thirty miles per hour (30 mph); and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to amend Chapter 94, Section 94-185, of the Town Code to limit the rate of speed on 16th Street to thirty miles per hour (30 mph) and to ensure the proper installation and maintenance of the corresponding speed limit signs.

**ARTICLE II.
AMENDMENT TO CHAPTER 94, SECTION 94-185, OF THE CODE OF
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS**

Section 3.00 Amendment to Chapter 94, Section 94-185.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 94, Section 94-185, which Section shall be amended to include the following language:

...

16th Street, from Lombard Avenue to 46th Court, the speed limit shall be thirty miles per hour (30 mph).

...

Section 3.01 Other Actions Authorized.

The officers, employees and/or agents of the Town shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendment contemplated by this Ordinance and shall take all action necessary in conformity

therewith, including taking all necessary steps to ensure the proper installation and continuing maintenance of speed limit signs. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be effective and in full force ten (10) days after its passage and approval in accordance with law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN LICENSE AGREEMENT WITH CLYDE PARK DISTRICT FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to cooperating with other units of local government for the benefit of those individuals living in and visiting the Town; and

WHEREAS, the Town owns certain property located at 1909 South Laramie Avenue, Cicero, Illinois, which is commonly referred to as Cicero Stadium (the “Stadium”); and

WHEREAS, Clyde Park District (the “District”) is an Illinois Park District and provides various recreational and educational events for the benefit of residents and visitors to the Town; and

WHEREAS, the District desires to utilize the Stadium when its own facilities cannot accommodate certain events or activities; and

WHEREAS, the Town supports the efforts of the District in providing athletic and other events within the Town; and

WHEREAS, there exists a certain license agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth specific terms under which the Town will grant the District a non-exclusive license to continue to use the Stadium for certain events and activities; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, and welfare of the Town’s residents for the Town to approve, enter into, and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President to enter into and approve the Agreement whereby the Town will grant the District a non-exclusive license to use the Stadium and to further authorize the President to take any and all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2023 (“Effective Date”) by and between Clyde Park District, an Illinois park district, (the “Licensee”) and the Town of Cicero, an Illinois municipal corporation, (the “Licensor”) (collectively, the Licensee and the Licensor may be referred to as the “Parties” and each individually as a “Party”).

R E C I T A L S

WHEREAS, the Licensor owns certain real property that is located at the address commonly known as 1909 S. Laramie Avenue, Cicero, Illinois 60804, which is commonly referred to as the Cicero Stadium (“Cicero Stadium” or the “Premises”); and

WHEREAS, the Licensee desires to utilize Cicero Stadium to accommodate certain events or activities; and

WHEREAS, subject to the terms and conditions of this Agreement, the Licensor desires to grant to the Licensee, and the Licensee desires to receive from the Licensor, the License (as defined herein); and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are an integral part of this Agreement and are incorporated into this Agreement by reference and made a part hereof.
2. **License.** Subject to the terms, conditions and limitations contained in this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, revocable license for the purpose of allowing the Licensee to utilize Cicero Stadium (the “License”). During the Term (as defined herein) of the License and this Agreement, the Licensor reserves the right to revoke the License, upon sixty (60) days advance notice. The License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to Cicero Stadium, whether or not of record. The Licensor shall also have access to the Premises in the event that access is necessary due to a public health, safety or welfare matter.
3. **Term of License; Termination.** The License shall commence on the Effective Date of this Agreement and shall remain in full force and effect for a period of ten (10) calendar years, unless otherwise terminated pursuant to the provisions of this Agreement (the “Term”). Either Party may terminate this Agreement upon providing thirty (30) days written notice to the other Party for any reason or no reason.

4. **Permitted Use.** The Premises may only be used by the Licensee for the limited and express purpose of hosting certain sporting and/or community events which do not conflict with Licensor's prior scheduled events or use of the Cicero Stadium. Licensee shall coordinate with Licensor's staff and/or officials prior to the use of the Cicero Stadium. Licensor reserves the absolute right to deny the use of the Cicero Stadium for any reason.
5. **Maintenance of the Premises.** The Licensee agrees to maintain Cicero Stadium in good condition, normal wear and tear excepted, in so far as it relates to Licensee's use of the premises. The Licensee shall be financially responsible for replacing any damaged property resulting from the Licensee's or its officers', employees', agents', contractors', representatives', guests' or invitees' use of, access to and ingress and egress to and from Cicero Stadium.
6. **Insurance.** At all times during the Term of the License and as a condition of receiving the License, the Licensee agrees to and shall procure and maintain in full force and effect, at the Licensee's sole cost and expense, a policy or policies evidencing the types of insurance specified herein. 70
 - a. General comprehensive liability insurance and property insurance in minimum amounts of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Three Million and No/100 U.S. Dollars (\$3,000,000.00) in the aggregate;
 - b. Workers' compensation insurance covering all of the Licensee's employees with limits equal to or greater than the Illinois statutory amount for employee claims and employer's liability coverage in a minimum amount of Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) for each occurrence, accident or illness;
 - c. Auto liability insurance in a minimum amount of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence, combined single limit, for bodily injury and property damage; and
 - d. Other insurance coverage in such amounts as deemed necessary by the Licensor.

The Licensee shall list the Licensor under the abovementioned insurance policies as an additional insured as follows: "The Town of Cicero, Illinois, its officials, officers, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability and umbrella coverages specified above." Said insurance shall explicitly protect said additional insureds for vicarious liability, and shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Licensor, or by its agents or employees, shall be excess and not contributory insurance to that provided by the Licensee.

Prior to the start of the Term, the Licensee shall furnish to the Licensor certificates of insurance indicating that the foregoing coverage is in effect and said insurance shall remain in effect during all periods during which the License is in effect. The insurance policies required by this Section shall provide that coverage shall not be suspended, voided, cancelled or non-renewed without providing the Parties with at least thirty (30) calendar days prior written notice. If at any time during the Term of the License any insurance policy required by this Agreement changes or is cancelled, the Licensee shall immediately notify the Licensor by telephone and in writing. The insurance policies required by this Section shall be issued by a company or companies with an A- or better in "Best's Insurance Guide."

The Licensee expressly understands and agrees that any insurance protection furnished by the Licensee hereunder shall in no way limit its responsibility to indemnify and hold harmless the Licensor pursuant to the terms of this Agreement nor shall any insurance proceeds be used to offset the Licensee's indemnification obligations hereunder.

7. **Indemnification.** Notwithstanding anything else to the contrary, the Licensee agrees to and shall defend, indemnify and hold the Licensor, its past and present officials (whether appointed or elected), officers, trustees, directors, agents, representatives, attorneys, contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to the Licensor (collectively, the "Indemnified Parties") harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (actual or punitive) of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or actual, liquidated or unliquidated (collectively, the "Claims" and individually, a "Claim") that occurred or are alleged to have occurred, in whole or in part, in connection with any act or omission of the Licensee or its directors, officers, guests, employees, independent contractors, officials, agents, representatives and invitees, the Licensee's use of the Premises, the Licensee's breach of this Agreement, this Agreement or the License. 71

The indemnification in this Section shall survive the termination or expiration of the License for matters occurring or arising prior to such termination or expiration. The Licensee acknowledges that the requirements set forth in this Section are separate, distinct and apart from and not limited by the Licensee's other duties under this Agreement, including the Licensee's obligation to obtain and maintain insurance as set forth herein.

8. **The Premises.** The Licensee has examined and knows of the condition of the Premises and agrees that the Licensee has received the same in good condition and repair, and acknowledges that no representations as to the condition and repair, and no agreements or promises to decorate, alter, repair or improve the Premises have been made by the Licensor or an agent or representative of the Licensor. IT IS UNDERSTOOD AND AGREED THAT THE LICENSOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR

CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PREMISES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, USAGE, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PREMISES WITH GOVERNMENTAL LAWS, THE CODES OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE SHALL USE THE PREMISES PURSUANT TO THE LICENSE AND THIS AGREEMENT "AS IS, WHERE IS, WITH ALL FAULTS." THE LICENSOR IS NOT LIABLE FOR OR BOUND BY ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR RELATING THERETO.

9. **Miscellaneous Provisions.**

- a. **Amendment; Modification; Waiver; Delay.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.

Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default. Unless otherwise provided for herein, the rights and remedies of the Parties are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use or assert any other right or remedy. The License shall bind and inure to the benefit of the Parties.

- b. **Construction; Governing Law; Right to Counsel.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties hereby waive any objections each Party may have based on improper venue or forum non conveniens in connection with

any proceeding instituted hereunder. The Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable opportunity and length of time to have the terms of this Agreement considered and reviewed by legal counsel, if desired, and to consider, review, revise and sign this Agreement, and agree that this period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- c. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- d. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
- e. **Transfers by the Licensee.** The License is for the sole use of the Licensee and the Licensee's directors, officers, guests, employees, independent contractors, officials, agents, representatives and invitees and the Licensee shall not assign, sublicense, rent or otherwise transfer any of the Licensee's rights under this Agreement, as security or otherwise, without the prior written consent of the Licensor. Regardless of any consent by the Licensor, which may be granted or withheld in the Licensor's sole and absolute discretion, the Licensee shall in no event be released from liability under this Agreement.
- f. **Recordation.** Neither this Agreement nor any memorandum or summary thereof shall be recorded in the Office of the Cook County Recorder of Deeds.
- g. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission

73

confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Licensee: Clyde Park District
 1909 S. Laramie Avenue
 Cicero, Illinois 60804
 Attention: Executive Director
 Facsimile: _____

To the Licensor: Town of Cicero
 4949 West Cermak Road
 Cicero, Illinois 60804
 Attention: President's Office
 Facsimile: _____

74

- h. Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- i. Authority to Enter into the Agreement.** Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.
- j. Licensor's Right of Access and Use.** Notwithstanding anything to the contrary contained herein, the Licensor hereby retains the right, but no duty or obligation, to access the Premises at any time for any reason whatsoever. The Licensor shall maintain all ownership interests in the Premises and the Licensee shall have no ownership rights, interest, or leasehold in the Premises, nor shall the Licensee represent or hold itself out as having an interest in the Premises.
- k. Third Party Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.
- l. Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

- m. **Surrender of the Premises.** Upon the expiration or earlier termination of the License, the Licensee shall immediately surrender the Premises to the Licensor. Any personal property belonging to the Licensee and remaining at the Premises after the expiration or termination of the License may, at the sole option of the Licensor, be deemed to have been abandoned without notice to Licensee, and may be disposed of by the Licensor in accordance with applicable law.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CLYDE PARK DISTRICT, an Illinois park district

THE TOWN OF CICERO, an Illinois municipal corporation

75

Jose Rodriguez
Printed Name

Larry Dominick
Printed Name

Sig 

Signature

President
Title

President
Title

May 16, 2023
Date

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, authorizes and encourages intergovernmental cooperation amongst units of local government and authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”) provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the Act (5 ILCS 220/5) provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering

into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, in 2008, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) previously determined that it was in the best interests of the Town and its residents to enter into an agreement known as the Mutual Aid Box Alarm System (“MABAS”) Agreement; and

WHEREAS, the member units of MABAS have greatly increased in number, and in order to ensure the needs and concerns of member units are met, MABAS has provided the Town with a new MABAS Master Agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the purpose of the Agreement is to continue to secure to each party of the Agreement the benefits of mutual aid in fire protection, firefighting, and the protection of life and property from an emergency or disaster, and to provide for communications procedures, training, and other necessary functions to further the provision of said protection of life and property from an emergency or disaster; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

That the Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the Town President or his designee to enter into the Agreement to continue to secure the benefits of mutual aid in fire protection, firefighting, and the protection of life and property from an emergency or disaster, and to provide for communications procedures, training, and other necessary functions to further the provision of said protection of life and property from an emergency or disaster, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

That the Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Town Board further authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and

the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to, and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

MABAS AGREEMENT

History

- MABAS was created in Chicago's northwest suburbs in the late 1960s.
- MABAS expanded beyond Illinois in 1987 – Division 101 was formed in Kenosha County, WI.
- Issues with the original agreement identified – a revised agreement was drafted and adopted by all MABAS members in the late 1980's.
- This agreement remains as the base Intergovernmental Agreement in force today.
- One amendment was added in Illinois in 2014 to address FEMA reimbursements.
- The drafters of the 1988 Agreement never envisioned MABAS growing to the size and importance it is today.
- MABAS has grown to over 2600 member departments in 6 states.
- 9-11, Terrorism, Hurricanes, Civil Unrest, Pandemic and many other threats have changed the fire service mission, and MABAS.

Legislation requires agreements for interstate mutual aid to receive legal protections.

- Legislation discusses emergency response, certifications, liability, tort immunity protections, employee benefits
- MABAS Legal Counsel suggested that MABAS update the master agreement.
- Fire chiefs along state borders questioned interstate mutual aid and automatic mutual aid coverage by the Agreement.
- Legal counsel for several member units requested the agreement be updated.
- Fire department insurance carriers requested the agreement be updated.

Areas of Focus

- MABAS "Franchising"
 - Multiple State Agreement Versions
 - Differences in State Statutes
 - Individual State Governance & Combined Governance
- Disaster Response Reimbursement
- Ownership of Real Property, Apparatus & Equipment
- Daily Intrastate/Interstate Mutual Aid and Automatic Aid (Auto-Aid)
- Multi-Department Training Activities



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

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

Table of Contents

SECTION ONE - PURPOSE4
SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS5
SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID7
SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT8
SECTION FIVE – COMPENSATION FOR AID9
SECTION SIX - INSURANCE.....10
SECTION SEVEN - LIABILITY11
SECTION EIGHT - CHAPTERS11
SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS12
SECTION TEN - DIVISIONS12
SECTION ELEVEN - TERM13
SECTION TWELVE - MISCELLANEOUS.....13
SECTION THIRTEEN - AMENDMENT.....14
SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS15
SECTION FIFTEEN - APPROVAL.....15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE - PURPOSE

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

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

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

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

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

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

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

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

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

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

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

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

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

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

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

SECTION FIVE – COMPENSATION FOR AID

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

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

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

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

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

SECTION SIX - INSURANCE

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

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

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

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

Workers' Compensation: Statutory limits

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

SECTION SEVEN - LIABILITY

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

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

SECTION EIGHT - CHAPTERS

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

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

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

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

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

SECTION TEN - DIVISIONS

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

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

SECTION ELEVEN - TERM

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

SECTION TWELVE - MISCELLANEOUS

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

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

SECTION THIRTEEN - AMENDMENT

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

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

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

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

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY
COMMONLY KNOWN AS 1600 SOUTH CICERO AVENUE, CICERO, ILLINOIS**

**Published in pamphlet form
by the authority of the President
and the Board of Trustees of the
Town of Cicero**

Date of Publication: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY
COMMONLY KNOWN AS 1600 SOUTH CICERO AVENUE, CICERO, ILLINOIS**

WHEREAS, the property located at 1600 South Cicero Avenue, Cicero, Illinois (the “Subject Property”) is located in the Business Corridor – Transitional zoning district (“BC-T”) in the Town of Cicero (the “Town”); and

WHEREAS, Reynold Gallegos (the “Applicant”) seeks to operate a precision structural welding and design company at the Subject Property (the “Proposed Use”); and

WHEREAS, the Unified Development Code of 2023 (the “UDC”) as adopted by the Town stipulates that welding related businesses require a special use permit in the BC-T zoning district (the “Zoning Relief”); and

WHEREAS, the Applicant therefore submitted a request to the Town for the Zoning Relief; and

WHEREAS, the Town’s the Planning and Zoning Commission (the “PZC”) held a public hearing (the “Hearing”), pursuant to proper notice, on the Applicant’s request for the Zoning Relief; and

WHEREAS, the PZC recommended granting the Zoning Relief and approved the recommendation to the Town Board that the Zoning Relief be granted on May 10, 2023 (the “Findings and Recommendation”), and a copy of the Findings and Recommendation is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in light of the foregoing, the Board of Trustees of the Town (the “Town Board”) has determined that it is in the best interests of the Town to grant the application for Zoning Relief, subject to the conditions set forth in the Findings and Recommendation;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, in the exercise of its home rule powers as follows:

Section 1. Recitals. The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

Section 2. Grant of Special Use Permit; Conditions. The Town Board concurs with and adopts the Findings and Recommendation and, in accordance with the findings and conclusions stated therein, hereby grants the requested the Zoning Relief, subject to the conditions contained in the Findings and Recommendation. The term of the Zoning Relief shall be until the Applicant transfers, leases, or otherwise assigns its interest in the Property, and upon the occurrence of any

of those transactions, the Zoning Relief granted hereunder shall terminate, except as set forth in the UDC.

Section 3. Savings Clause. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect. Such suits and rights shall continue in full force to the same extent and with like effect as if this Ordinance be taken, construed, or held to avoid or impair any cause of action now existing under any ordinance of the Town, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed this _____ day of _____, 2023.

Larry Dominick, President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage:

Date of Publication:

EXHIBIT A

FINDINGS AND RECOMMENDATION



FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS

RE: 1600 South Cicero Avenue, Cicero, Illinois (the “Subject Property”)

GRANT OF SPECIAL USE PERMIT

On May 10, 2023 the Planning and Zoning Commission (“PZC”) of the Town of Cicero (the “Town”) recommended granting a special use permit for the Subject Property related to the operation of a commercial welding business (the “Proposed Use”), based on the following:

1. Reynold Gallegos (the “Applicant”) seeks to operate a precision structural welding and design company at the Subject Property; and
2. Pursuant to the provisions of the Unified Development Code of 2023, as amended (the “UDC”) and the Code of Ordinances of the Town of Cicero, the Proposed Use may be allowed as a special use in the Business Corridor – Transitional zoning district (“BC-T”); and
3. Accordingly, the Applicant submitted a request to the Town seeking a special use permit (the “Zoning Relief”) for the Subject Property to operate the Proposed Use; and
4. In accordance with the Illinois Compiled Statutes and the UDC, notice of the public hearing (the “Hearing”) regarding the Applicant’s requested Zoning Relief was published in one or more newspapers published in the Town; and
5. At the Hearing, the Applicant provided credible evidence establishing that: (a) the Applicant intends to operate the Subject Property for welding and design operations and as a space to train employees; (b) the Applicant intends to temporarily store equipment and metal work in two (2) mobile storage containers which shall be transported to and from job sites, and shall not continually remain at the Subject Property; (c) no materials or scrap will be stored in the open; and (d) the Applicant has a sufficient number of parking spaces available on site; and
6. In light of the above, the PZC found that granting the Zoning Relief would not: (a) endanger the public health, safety, morals, comfort, or general welfare of the neighborhood; (b) harm the use or enjoyment of property in the immediate vicinity or damage neighboring property values; (c) impede upon the normal and orderly development and improvement of surrounding property; or (d) alter the essential character of the area; and
7. Furthermore, in light of the above, the Applicant established the following: (a) the Zoning Relief will not negatively alter the essential character of the locality; (b) the Zoning Relief will not endanger the public safety; and (c) the Zoning Relief will

not be detrimental to the public welfare or injurious to other property or improvements.

CONCLUSION; CONDITION

The Applicant provided evidence that the requested Zoning Relief would comply with the requirements set forth in the UDC. The Proposed Use will not alter the essential character of the area nor negatively impact neighboring property values. Based on the foregoing, the PZC recommends granting the Zoning Relief, subject to the condition that the Applicant utilize not more than two (2) mobile storage containers on the Subject Property, which shall be stored exclusively at the rear of the parking lot located on the Subject Property.

Jessica Jaramillo, Chair

RESOLUTION NO. _____

A RESOLUTION APPOINTING CERTAIN MEMBERS OF THE BOARD OF TRUSTEES OF THE TOWN OF CICERO TO SPECIFIC COMMITTEES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary for conducting Town business and for the effective administration of government to appoint certain members of the Town Board (“Trustees”) to specified committees; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Town to make the specified appointments (the “Appointments”), which are set forth in Exhibit A, attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to ratify and authorize the President to appoint the Trustees to the specified committees, as set forth in Exhibit A, and to take all steps necessary to carry out the terms of the Appointments.

Section 3.0 Effectiveness and Term of Appointments.

The Appointments to the specified committees, as set forth in Exhibit A, are effective immediately and shall expire at 11:59 p.m. on October 31, 2023, or at such other time the President deems necessary. Those who have previously served on the specified committees whose names are not set forth in Exhibit A are hereby removed from their prior appointments effective immediately.

**ARTICLE II.
AUTHORIZATION**

Section 4.0 Authorization.

That the Corporate Authorities hereby ratify, authorize, approve, and, as applicable, consent to the Appointments of the Trustees as set forth in Exhibit A, which is attached hereto and incorporated herein.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 5.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 6.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 7.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 9.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

TOWN OF CICERO TRUSTEE APPOINTMENTS
(Through October 31, 2023)

Finance Committee

Joe Virusso (Chair)
Victor Garcia
Fran Reitz

**Public Works, Buildings &
Grounds Committee**

John Cava (Chair)
Joe Virusso
Bob Porod

**Water, Lighting, Utilities &
Air Pollution Committee**

Joe Virusso (Chair)
Blanca Vargas
Emilio Cundari

**Economic Development & Neighborhood
Conservation Committee**

Bob Porod (Chair)
Fran Reitz
Joe Virusso

Insurance Committee

Joe Virusso (Chair)
John Cava
Bob Porod
Blanca Vargas

Fire and Police Committee

Fran Reitz (Chair)
John Cava
Victor Garcia

**Licenses, Health & Welfare
Committee**

Blanca Vargas (Chair)
Joe Virusso
Emilio Cundari

Ordinance Committee

Fran Reitz (Chair)
Emo Cundari
Victor Garcia

Anti-Gang Committee

Fran Reitz (Chair)
John Cava
Blanca Vargas

Committee of the Whole

Larry Dominick (Chair)
Joe Virusso
John Cava
Fran Reitz
Bob Porod
Maria Punzo-Arias (Clerk)
Emilio Cundari
Victor Garcia
Blanca Vargas

Rules Committee

Emilio "Emo" Cundari (Chair)
Fran Reitz
Victor Garcia

Infrastructure Committee

Emilio Cundari (Chair)
John Cava
Maria Punzo-Arias
Joe Virusso

Administrative Committee

Joe Virusso (Chair)
John Cava
Fran Reitz

RESOLUTION NO. _____

A RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO SPECIFIED POSITIONS, BOARDS, COMMISSIONS, AND/OR COMMITTEES WITHIN THE TOWN OF CICERO FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”), with the advice and consent of the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”), has determined that it is necessary for conducting Town business and for the effective administration of government to appoint certain individuals to specified positions, boards, commissions, and/or committees within the Town (the “Appointments”); and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town to make the Appointments, which are set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, individuals who are appointed to compensated positions shall receive compensation and/or benefits in accordance with applicable Town policies, rules,

regulations, and/or legislation, which includes the annual appropriation ordinance, and, as applicable, the terms of engagement letters provided by professionals providing services to the Town as set forth in Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President to appoint the individuals to specified positions, boards, commissions, and/or committees, as set forth in Exhibit A, and to take all steps necessary to carry out the terms of the Appointments.

Section 3.0 Effectiveness and Term of Appointments.

The Appointments to the specified positions, boards, commissions, and/or committees, as set forth in Exhibit A, are effective immediately, unless otherwise indicated on said Exhibit, and shall expire at 11:59 p.m. on October 31, 2023, until such time as said positions, boards, commissions, and/or committees are consolidated or dissolved at the direction of the Corporate Authorities, or at such other times as the President deems necessary. In the event that the Corporate Authorities do not appropriate funds for any position, board, commission, and/or committee, then the applicable Appointment will expire upon the adoption of the annual appropriation ordinance for the Town. The prior

appointments of those serving in the specified positions or on the specified boards, commissions, and/or committees set forth in Exhibit A shall expire immediately. The Appointments of the specified Department Heads, as set forth in Exhibit A, are effective immediately and shall continue until such time when removed under the direction and advice of the President, or shall expire at 11:59 p.m. on October 31, 2023, whichever occurs first. The President may remove any Department Head or other appointee, for cause or no cause whatsoever, and this Resolution shall not be deemed to create a property right in any position appointed hereunder.

ARTICLE II. AUTHORIZATION

Section 4.0 Authorization.

That the Corporate Authorities hereby authorize, approve, and, as applicable, consent to the Appointments of the individuals as set forth in Exhibit A.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

Section 5.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference, and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 6.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 7.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 9.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

TOWN OF CICERO APPOINTMENTS
(Through October 31, 2023)

Animal Welfare Board

Alice Couch
Liaqueni Guzman
Kelly Graham
Gerri Owczarek
Frances Nowak
Mary Ellen Jelic
Jeaney Jelic

Cultural Affairs/Historic Sites Commission

Francesca Cundari
Malika Manouzi
Ada Candelaria
Nick PanozzoRosemary Konz
Maureen Carroll
Valia Maniadakis
Gina Prendergast
Colette Buscemi
Nicole Seno Chlada

Board of Health

Laura Bertone
Elvira Hunter
Michele Maniglia
William Ostler
Gretchen Aviles
Maria Vargas
Vlasta Mangia
Raymond Prancik
Mike Harris

Housing Board (Cicero Housing Authority)

Maureen Carroll
Lido Manetti
Dominick Buscemi
Isabel Aguilar

Housing and Real Estate Board (Formerly Building & Blight Commission)

George Owczarek
George Hunter
Dawn Czarkowski
Brian Dominick
Mary Durkee

Michael Wolff
Anna Benedick
Raul Martinez
Joe Florio
Christina Reitz
Lisa Musial
Tom Eukovich, Jr.
Robert Porod, Jr.
John Walsh
Wayne Wente

Mental Health Board

Nicole Chlada
Kelly Giovanelli
Maria Punzo-Arias
Whitney Delong
Joe Virruso
Elizabeth Lopez
Mary Hernandez

Board of Fire & Police Commissioners

Dominic Cannova
Rolando Hernandez
Rich Malicki
Lenny Rutka
Jose Luis Arias
Dominick Buscemi (President)

Police Pension Board

Nino Scimone
Thomas Boyle

Fire Pension Board

Jeffrey Penzkofer
Greg Fithian

Senior Advisory Board

Larry Dominick
Diana Dominick
Ryan Chlada
Dennis Raleigh
Fran Reitz
Bob Porod

Board of Water Commissioners

Tony Castellano
John Deganutti
Lilly Ayala

Michelle Mastalerz
Gerardo Solis
Sue Banks
Jeanine Thomas
Lesia Yarbrough

Youth Commission (Youth Services Board)

Maria Moreno
Patricia Salerno
Isabel Aguilar
Lisa Gianakopoulos
To Be Determined (vacancy)

Planning and Zoning Commission

Jose Alvarez
Lenny Cannata, Jr.
Jessica Jaramillo (Chair)
Jose Orozco
Ruth Ortega
Tom Tomschin
To Be Determined (vacancy)

911 Board (Emergency Telephone System Board)

Greg Fithian
Jeff Penzkofer
Dennis Raleigh
Dominick Buscemi
Nick Jelic
Rosemarie Esposito (Secretary)
Dominic Schullo
Michael Tillman (Chairman)

President's Office of Literacy

Mary Gallegos (Program Liaison)
To Be Determined (vacancy) (Chairman/Lead Coordinator)
Elaine Pesek
Eric Porod
Veronica Moreno
To Be Determined (vacancy)

Senior Advisory Committee

Joseph Virruso
John Kociolko
Larry Starnes
Josephine Kraut
Frank Kraut
Artemio Gil
Javier Bonafante

Ismael Chaparro
Socorro Gonzalez
Richard Bielawa
Mary Ann Bielawa
Mary Petracek
Antonia Briseno
Joan Devereux
To Be Determined (vacancy)

Safety Committee

2 Trustees
Safety Director
Superintendent of Police
Fire Chief

Roosevelt Road Advisory Committee

Barbara Harris – Town Resident
Lucy Schmidt – Business Owner
Louis Guido – Staff Member
Merrie Neal – Staff Member
Craig Pesek – Committee Liaison
Dominic Gatto – Business Owner

Graffiti Task Force

Larry Dominick – *Ex officio* member
Ismael Vargas - *Ex officio* member (service without compensation)
Derek Dominick – Public Works representative
Tom Tomschin - Community Development Block Grant Program representative
To Be Determined (vacancy)– Police Department representative
Sonia Centeno – Community member
Pam Pila - Community member
Don Mangia – Community member
Lori Pila – Community member
Doris Tenbrock – Community member
Gene Talsma – Community member

Vacant Building Appeals Committee

Donna Pawleski
Rich Sova
Julio Aguirre

Identity Theft Committee

Amy Bancroft
Randy Felbinger
Danielle Santos

Local Business Assistance Committee

Paulie DiMenna
Jim Baker
Ben Borbor
John Papagos
James Terracino, Sr.
Jeff Davis
Dan Seropian
Jeff Pesek (Liaison)
Charlie Hernandez (Honorary member)

Disability Advisory Board

Fran Reitz
Rocio Perez
Laura Gonzales
Terry Peterson
Jose Campos
Director of the Office for People with Disabilities, *ex officio* member

Accident Review Board

Luis Gutierrez (Chair)
Designee of Police Chief
Department Head of Applicable Department

TOWN OF CICERO DEPARTMENT HEADS

Town Attorney

Del Galdo Law Group, LLC

Business License Director (License Officer)

Ismael Vargas

Community Development Director

Tom Tomschin

Commissioner of Public Works

Sam Jelic

Superintendent of Streets and Alleys

Derek Dominick

Data Processing Manager (Manager of Information Services)

Amanda Wolff

Electrical Foreman

Nick Telitz

Fire Chief

Jeffrey Penzkofer

Deputy Fire Chief

Greg Fithian

911 (Emergency Communications Center)

Dolores Temes – Interim Director

Brandon Hurd – Deputy Director

Steve Ruggiero – Administrative Assistant

Afton Swistek – Operations Manager

Francesca Kubica – Operations Manager

Director of Health (Commissioner of Public Health)

Laura Rubio

Human Resources Director

Sarah Kusper

Superintendent of Maintenance (Director of Maintenance)

James Wood

Municipal Complex Facilities Manager

To Be Determined (vacancy)

Mental Health Director

Carolyn Arias

Parking Enforcement Supervisor/Officer

To Be Determined (vacancy)

Superintendent of Police

Thomas Boyle

Sign Department Foreman

Nick Jelic

Director of Special Events

Patti Salerno

Director of Senior Services

Ryan Chlada

Jim Terracino, Jr. (Deputy Director)

Director of Senior Activities (Deputy Director of Senior Services)

Diana Dominick

Community Center Director

Patti Salerno

Supervisor of Water Department (Superintendent of Water)

Lido Manetti

Youth Commission Director (Director of Youth Services)

Patti Salerno

Project Director(s)

To Be Determined (vacancy)

Director of People with Disabilities

Ryan Chlada

Deputy Liquor Commissioner

Cindy Dembowski

Building Commissioner

To Be Determined (vacancy)

Director of the Office of Administrative Hearings

Karyn Porod

Director of Vehicle Towing and Storage Department

Barrett Marlar

Office Manager of Vehicle Towing and Storage Department

Mary Rita Ryan

Purchasing Agent

Mary Lou Schvach

Safety Director

Jeffry Pesek

Director of Rat Control

Christopher Wasicki

Commissioner of Fleet Maintenance

Dan Wolff

Chief Inspector (Inspections Department)

To Be Determined (vacancy)

TOWN APPOINTED POSITIONS

Chief Animal Control Warden

Erika Rosas

Revenue Director

Ismael Vargas

Cellular Telephone Coordinators

Ryan Chlada

Dominick Buscemi

Director of Delinquent Accounts

To Be Determined (vacancy)

Director of Translation Services

Diana Dominick

Civilian Hearing Officer

Anthony Bertuca

Alternate Civilian Hearing Officer

Thomas J. Brescia

Alternate Civilian Hearing Officer No. 2

Town President is authorized to designate as needed

Collection Clerks

To Be Determined (vacancy)

Elizabeth Lopez

Lori Santana

457 Plan Trustee

Sarah Kuser

Director of Financial Affairs/Chief Financial Officer

To Be Determined (vacancy)

Director of the Special Investigation Division

To Be Determined (vacancy)

Enterprise Zone Administrator

Craig Pesek

Executive Director of PSO Building

Ryan Chlada and/or such other persons as designated by the Town President

Hearing Officer

Anthony Bertuca

Alternate Hearing Officer

Thomas J. Brescia

Alternate Hearing Officer No. 2

Town President is authorized to designate as needed

Hearing Officer to Hear Personnel Appeals

To Be Determined (vacancy)

Hearing Officer to Hear Liquor License Matters

Richard F. Pellegrino, Ltd.

IMRF Agent

Sarah Kusper

Ethics Officer

Michael J. Kasper

Plan Review Specialist

SAFEbuilt Illinois, LLC

Plumbing Inspector

Tony Caruso

TIF Administrators

Craig Pesek

David Gonzalez

Zoning Administrators

1. Craig Pesek

2. Building Commissioner

3. Dave Mavrinac

First Deputy Superintendent of Police

Luis Gutierrez

Deputy Superintendents of Police

Francisco Diaz– Deputy Superintendent of Detectives

To Be Determined (vacancy)– Deputy Superintendent of Administration

To Be Determined (vacancy)-Deputy Superintendent of Traffic

Assistant Deputy Superintendent of Gang Crimes Unit

Francisco Diaz

Assistant Deputy Superintendent of Administration

Dominic Schullo

Deputy Superintendent of Patrol

Nino Scimone

Assistant Deputy Superintendent of Patrol

To Be Determined (vacancy)

Watch Commanders

Rhonda Kosenesky

Matt Ramirez

Chris Wojtowicz

To Be Determined (vacancy)

To Be Determined (vacancy)

To Be Determined (vacancy)

Captains

Dave Leuzzi – 1st Shift

Eddy Lopez – 2nd Shift

Mike Skrabazz – 3rd Shift

Director of the Community Service Officers

Serge Rocher

First Deputy Superintendent of Community Service Officers

Oscar Clay

Deputy Superintendent of Community Service Officers

Christopher Tomasino

Deputy Superintendent of Community Service Officers

Ricardo Pina

Deputy Superintendent of Community Service Officers

Armando Grajeda (nights)

Executive Community Service Officer

To Be Determined (vacancy)

Corporal of Community Service Officers

(shifts shall be assigned by the Director of the Community Service Officers as needed)

Bob Smith

Eduardo Munoz

Benny Raya

Marcos Andrade

Juan Aranda

To Be Determined (vacancy)

Director of the TIF Task Force

To Be Determined (vacancy)

First Deputy Superintendent of the TIF Task Force

To Be Determined (vacancy)

Corporal of the TIF Task Force

To Be Determined (vacancy)

Building Maintenance Supervisor of the Cicero Senior Center/Director of Bobby Hull Community Ice Rink

James Terracino, Jr.

Community Center Deputy Director

Lisa Gianakopoulos

Ambassadors for Senior Citizens

To Be Determined (vacancy)

Immigration Supervisor

Arcadio Z. Delgado

Assistant Fire Chief

Tim Rolewicz

Assistant Fire Chief

Paul Lyttek

Assistant Fire Chief

Tom Santoro

Assistant Fire Chief

Jonathon Sochacki

Director of Police Records

Rose Marie Esposito

Assistant Fire Chief of EMS

Steve Schwar

Assistant Fire Chief of Administration

To Be Determined (vacancy)

Assistant Fire Chief of Fire Prevention

Jamey Guido

Assistant Fire Chief of Maintenance

John Miller

Elevator Inspector

Urban Elevator Service, LLC

Fire Inspector

To Be Determined (vacancy)

Director of Programs and Recreation

Jeffry Pesek

Director of Training and Education

To Be Determined (vacancy)

Crime Victims Assistance Director

To Be Determined (vacancy)

Emergency Response Coordinator

To Be Determined (vacancy)

Inspectors (Inspections Department)

Two (2) Positions Created By Town Ordinance- To Be Determined (vacancies)

Chaplaincy Program Coordinator

Ismael Vargas

Community Outreach Coordinator

To Be Determined (vacancy)

Office of Professional Standards

Paul Dembowski - Chief Administrator

Jim Polaski - Director

Director of the Healthcare Management Department

Vanessa Parrish

Director of Programming-Inclusion Park

Vanessa Parrish

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING A CERTAIN INVOICE FROM NATIONAL POWER RODDING FOR SERVICES PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board”, and with the President, the “Corporate Authorities”) are committed to the efficient operation of government; and

WHEREAS, National Power Rodding (“National”) has provided the Town with a certain invoice (the “Invoice”), a copy of which is attached hereto and incorporated herein as Group Exhibit A, whereby National provided video inspection services for five (5) sewer lines owned by the Town that cross certain property operated by the Burlington Northern Santa Fe Railroad (the “Services”); and

WHEREAS, the Town Engineer has recommended approval of payment of the Invoice for the Services; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve payment of the Invoice for the Services;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to approve payment of the Invoice for the Services, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and approves payment of the Invoice for the Services and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign

any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Services is subject to competitive bidding requirements, the same is hereby waived.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution, nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided

by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

MEMO

To: Town of Cicero
4949 W Cermak Road
Cicero, IL 60804

Attn: President and Board of Trustees

From: Tim Geary, P.E., Town Engineer

CC: Lido Manetti, Water & Sewer Department Director, Michael Del Galdo, Town Attorney

Date: 5/12/2023

Re: BNSF Yard - National Power Rodding Combined Sewer Video Inspection

Dear President & Board of Trustees:

As shown on the attached map, and summarized below, the Town has five (5) large diameter combined sewers that cross the BNSF Yard. As part of the discussions between the Town and BNSF regarding resolution of separate litigation we were granted access to perform video inspection of these combined sewers. These combined sewers are over a hundred years old with four of the five sewer locations having brick construction.


1. Location #1 – Laramie Avenue 90" Brick Combined Sewer - 1035 FT
2. Location #2 – 54th Avenue 96" Brick Combined Sewer - 1480 FT
3. Location #3 – Central Avenue 66" Brick Combined Sewer - 2220 FT
4. Location #4 – 59th Avenue 15" & 18" VCP Combined Sewer - 1320 FT
5. Location #5 – 60th Court 18" x 24" Brick Combined Sewer - 755 FT (Spot Collapses)

As agreed, this work was to be completed in advance of their BNSF Yard reconstruction project. Therefore, National Power Rodding was contracted to expedite the completion of this work with the work performed completed on a Time & Material basis. The video inspection will provide information to locate manholes that have been previously buried by BNSF Railroad such these structures can be located and readjusted to grade as part of their yard reconstruction project.

Therefore, we are recommending Board Approval of the attached **National Power Rodding Invoice #54139 (\$76,586.95)** for the completion of the sewer video inspection of the combined sewer locations 1-4 listed above.

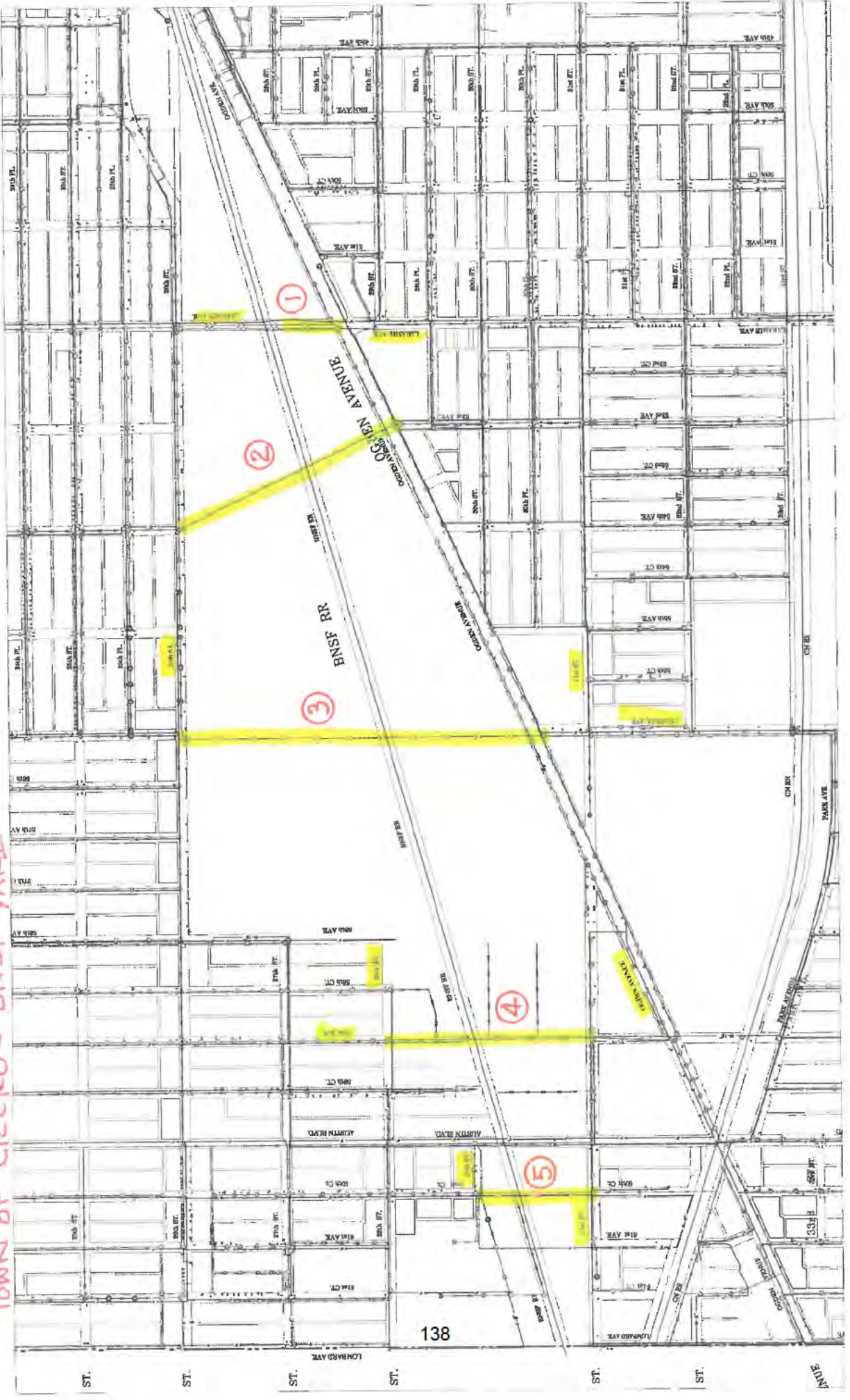
If you should have any questions regarding this project or recommendation, please feel free to contact me.

Respectfully,



Tim Geary, P.E.

TOWN OF CICERO - BNSF YARD



①

②

③

④

⑤

138



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street • Chicago, IL 60612
(312) 666-7700 • Fax (312) 666-5810

INVOICE: 54139 Page: 1

Bill
To: TOWN OF CICERO
4949 W CERMAK RD
CICERO, IL 60804

Invoice Number 54139
Date 5/12/2023
Our Job No. CIC025-759
Your Reference
Requisition No. 23-301
Release No.
Authority TIMOTHY GEARY
Terms Net 30 days
For Transactions To 4/28/2023

Item/Description	Quantity Unit	Unit Price	Total Price
SCOPE: TV VARIOUS SIZED SEWER LINES BNSF PHASE 2, PROJECT 1-5			
LOCATION: BNSF RAILWAY- CICERO INTERMODAL FACILITY, 5601 W 26TH ST., CICERO, IL			
Disposal	9.61 TON	125.00	1,201.25
RAILROAD PROTECTIVE LIABILITY INSURANCE	1.00 LS	1,385.70	1,385.70
TV VARIOUS SEWER LINES (CLEAN IF REQUIRED)	80.00 HR	925.00	74,000.00

Subtotal:	76,586.95
Amount Paid:	0.00
Total:	76,586.95

5/4/2023

National Power Redding Corp.

CERTIFIED PAYROLL REGISTER

PERIOD START 04/16/23 PERIOD END 04/22/23

Payroll # 1

Project or Contract #

Job Location

Employee / Address

Social Security #

Position

Job: C1C025-759

Job/Total Gross

All Jobs

Employee / Address	Social Security #	Position	04/16/23	04/17/23	04/18/23	04/19/23	04/20/23	04/21/23	04/22/23	Total	Rate	Job Gross	Fed WH	Misc Ded	Tot Ded	Net Pay
ESPINOZA, GREGORIO / 3083 GRANDE TRL. / YORKVILLE, IL 60560			Sun	Mon	Tue	Wed	Thu	Fri	Sat	38.75	47.40	1,836.75	177.68	0.00	177.68	1,536.58
341-74-3636		LABORER/Male/HISPANIC	7.75	7.75	7.75	7.75	7.75	7.75								
Check No(s): REM78827		Reg														
		O/T														
		Dbl														
ESTUDILLO, JUAN / 5833 N. AUSTIN AVE / CHICAGO, IL 60646			Sun	Mon	Tue	Wed	Thu	Fri	Sat	38.75	47.40	1,836.75	177.68	0.00	177.68	1,536.58
356-78-2364		LABORER/Male/HISPANIC	7.75	7.75	7.75	7.75	7.75	7.75								
Check No(s): REM78831		Reg														
		O/T														
		Dbl														
SANTIAGO, ELI A / 5505 N. MELVINA / CHICAGO, IL 60630			Sun	Mon	Tue	Wed	Thu	Fri	Sat	38.75	47.40	1,836.75	177.68	0.00	177.68	1,536.58
359-80-8066		LABORER/Male/HISPANIC	7.75	7.75	7.75	7.75	7.75	7.75								
Check No(s): REM78858		Reg														
		O/T														
		Dbl														

5/4/2023

National Power Rodding Corp.

PERIOD START 04/16/23 PERIOD END 04/22/23

Certified Payroll Register STATEMENT OF COMPLIANCE

1

Payroll # _____ Project or Contract # _____

SPEC

I, Laura Mata, Accountant

do hereby state:

(1) That I pay or supervise the payment of the persons employed by National Power Rodding Corp. on the April 2023, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said National Power Rodding Corp. from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 106, 72 Stat. 957;76 Stat. 357;40 U.S.C. 276c), and described below:

Federal, FICA, and State Withholding and Misc. Deductions

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates to each paid laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

(CRAFT) EXCEPTION

EXPLANATION

NAME AND TITLE

Laura Mata, Accountant

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTORS OR SUBCONTRACTORS TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

5/4/2023

National Power Rodding Corp.

Page 1

CERTIFIED PAYROLL REGISTER
PERIOD START 04/23/23 PERIOD END 04/29/23

Payroll # 2

Project or Contract #
Job Location

SPEC

Employee / Address
Social Security #

Position

Job: CIC025-759

Job/Total Gross

All Jobs

Employee / Address		Social Security #		Position		Job: CIC025-759		Job/Total Gross		All Jobs							
ESPINOZA, GREGORIO / 3063 GRANDE TRL / YORRVILLE, IL 60560																	
341-74-3636	LABORER/Male/HISPANIC	Reg	04/23/23	04/24/23	04/25/23	04/26/23	04/27/23	04/28/23	04/29/23	Total	Rate	Job Gross	1,836.75	Fed WH	304.67	Misc Ded	71.10
Check No(s): REM78947		O/T	Sun	Mon	Tue	Wed	Thu	Fri	Sat	38.75	47.40	Tot Gross	1,896.00	FICA	145.05	Tot Ded	614.57
		Dbl		7.75	7.75	7.75	7.75	7.75						Loc WH	0.00	N/A	0.00
														St WH	93.85	Net Pay	1,281.33
ESTUDILLO, JUAN / 5833 N. AUSTIN AVE / CHICAGO, IL 60646																	
358-78-2364	LABORER/Male/HISPANIC	Reg	04/23/23	04/24/23	04/25/23	04/26/23	04/27/23	04/28/23	04/29/23	Total	Rate	Job Gross	1,836.75	Fed WH	304.67	Misc Ded	71.10
Check No(s): REM78950		O/T	Sun	Mon	Tue	Wed	Thu	Fri	Sat	38.75	47.40	Tot Gross	1,896.00	FICA	145.04	Tot Ded	614.66
		Dbl		7.75	7.75	7.75	7.75	7.75						Loc WH	0.00	N/A	0.00
														St WH	93.85	Net Pay	1,281.34
SANTIAGO, ELI A / 5505 N. MELVINA / CHICAGO, IL 60630																	
339-80-9065	LABORER/Male/HISPANIC	Reg	04/23/23	04/24/23	04/25/23	04/26/23	04/27/23	04/28/23	04/29/23	Total	Rate	Job Gross	1,836.75	Fed WH	304.67	Misc Ded	71.10
Check No(s): REM78987		O/T	Sun	Mon	Tue	Wed	Thu	Fri	Sat	38.75	47.40	Tot Gross	1,896.00	FICA	145.04	Tot Ded	614.66
		Dbl		7.75	7.75	7.75	7.75	7.75						Loc WH	0.00	N/A	0.00
														St WH	93.85	Net Pay	1,281.34

5/4/2023

National Power Rodding Corp.

PERIOD START 04/23/23

PERIOD END 04/29/23

Certified Payroll Register STATEMENT OF COMPLIANCE

Payroll # 2 Project or Contract #

SPEC

I, Laura Meala, Accountant

do hereby state:

(1) That I pay or supervise the payment of the persons employed by National Power Rodding Corp. on the 29 day of April 2023, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said National Power Rodding Corp. from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948-63 Stat. 108, 72 Stat. 967,76 Stat. 357,40 U.S.C. 276c), and described below:

Federal, FICA, and State Withholding and Misc. Deductions

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates to each paid laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

(CRAFT) EXCEPTION

EXPLANATION

NAME AND TITLE

Laura Meala, Accountant

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTORS OR SUBCONTRACTORS TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



NATIONAL POWER RODDING
A Carylton Company

Revised Proposal: 23-301

2500 West Arthington Street
Chicago, IL 60612
(312) 666-7700
(312) 666-0748
www.nationalpowerrodding.com

April 4, 2023

PROPOSAL
Submitted to:

Town of Cicero
Water & Sewer Department
4949 W Cermak Rd.
Cicero, IL 60804
Ph: 708-656-3600 Email: imgn@t11@thetownofcicero.com

ATTENTION:

Tim Geary

SUBJECT:

CLOSED CIRCUIT TV INSPECTION OF SEWERS BNSF PHASE 2 PROJECTS 1-5

We propose to furnish the necessary labor, supervision and equipment to perform a closed circuit color TV inspection of sewer as described in the Scope of Work below. This proposal includes preparatory cleaning with high velocity jetting equipment. Computerized log sheets describing observations noted during the inspection will be furnished along with the recorded video tape/DVD(s).

SCOPE OF WORK

Clean (if required) and televise various lengths and sized sewer lines for BNSF Phase 2, Project 1-5 located at BNSF Railway-Cicero Intermodal Facility, 5601 W 26th St., Cicero, IL.

PURCHASER WILL FURNISH

Water for our high velocity jetting equipment; any special permits or fees, access to all manholes and sewer lines; additional traffic control should it be necessary to provide more than standard traffic cones and truck-mounted arrow boards, at no additional charge to us.

PRICE

Charges for the above services will be computed at the rate of \$925.00/hr., portal to portal, including water fill-up and disposal at an approved dumpsite from our office in Chicago, with a four-hour minimum charge including pre-trip inspection of our truck and travel time. **A lump sum charge of \$1,385.70 will be charged for acquisition of Railroad Protective Liability Insurance.** Disposal of debris will be charged at \$125.00/ton if no dump site is provided. Rate includes: CCTV Rig, Jetter/Vactor Combo truck and 3,500-gallon water tanker for water refill from hydrant.

Estimates for each project are as follows: Project 1: 1-2 days, Project 2: 1-2 days, Project 3: 1-2 days, Project 4: 4-5 days and Project 5: 1-2 days.

Total duration for project 1-5 is estimated at approximately 10 eight-hour workdays, including travel, to complete. **Total billing is not to exceed the amount of \$75,358.70 plus disposal fees (if applicable) without customer approval.**

Terms: Subject to terms and conditions on reverse side. All prices quoted are valid for 30 days from this proposal date.

ACCEPTED this 4TH day of APRIL, 2023

Name of Purchaser

By LIDO MANETTI
Name and Title
WATER & SEWER
DEPT DIRECTOR



NATIONAL POWER RODDING
A Carylon Company

If you find the above proposal satisfactory, please sign below, provide a purchase order number if applicable, initial General Terms and Conditions on back page, and return a signed copy of both to us. To schedule the above services, please contact our office as soon as possible.

Respectfully submitted,

Purchase Order Number N/A

NATIONAL POWER RODDING CORPORATION



Todd O. Shobayo
Project Manager

GENERAL TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

Customer Provided Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

Customer's Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Non-Solicitation of National Power Rodding (NPR) Personnel: At no time while this Agreement is in effect nor within one (1) year immediately following completion of the Work shall Customer solicit directly or indirectly any employee or former employee of NPR who performed or supervised the Work, provided that Customer shall not be prevented from soliciting such employees through general advertisements not targeted at such employees.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Regular Terms are Net 30 Days. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

4.997

Initial: LM Date: 4/14/13

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING A RIDER TO AN AGREEMENT WITH MONTERREY SECURITY CONSULTANTS, INC. TO PROVIDE SECURITY SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to promoting various cultures and traditions, recognizing accomplishments of the Town, its residents and local entities and providing safe and family-friendly activities for individuals visiting and residing in the Town; and

WHEREAS, with the foregoing in mind, the Corporate Authorities determined that it is in the best interests of the Town and its residents to sponsor several festivals in 2023 (the “Special Events”); and

WHEREAS, in connection with the Special Events, certain security services will be necessary to protect the safety and well-being of all residents and patrons who attend the Special Events (the “Security Services”); and

WHEREAS, Monterrey Security Consultants, Inc. (“Monterrey”) previously provided the Town with an Agreement for the Security Services (the “Agreement”), incorporated herein by reference, which sets forth the terms, covenants, and conditions under which Monterrey provided and will continue to provide the Security Services at the Special Events; and

WHEREAS, in order to clarify the terms of the Agreement and the rights of the parties thereunder, the Town and Monterrey have determined that it is in both parties’ best interests to enter into and approve a rider (the “Rider”), attached hereto and incorporated herein as Exhibit A, to clarify the terms and conditions of the Agreement; and

WHEREAS, to ensure the safety of all patrons who attend the Special Events, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, enter into, and ratify the Rider to the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into, approve, and ratify the Rider to the Agreement whereby Monterrey will provide Security Services to the Town in accordance with the terms of the Rider and the Agreement, to further authorize the President or his designee to take all steps necessary to carry out the terms of the Rider and the Agreement and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Rider to the Agreement in accordance with its terms, or any modification thereof, and hereby ratifies any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Rider and Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Security Services described herein, the same is hereby waived.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference, and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

**RIDER TO THE SECURITY SERVICES AGREEMENT BETWEEN
MONTERREY SECURITY CONSULTANTS, INC. AND THE TOWN OF
CICERO, ILLINOIS.**

This Rider (this “Rider”) is attached to and made a part of the Security Services Agreement provided by Monterrey Security Consultants, Inc. (“Monterrey”) and the Town of Cicero, Cook County, Illinois (the “Town”) on the 22nd day of May, 2023 (the “Agreement”).

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Rider, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Town and Monterrey (each, a “Party” and collectively, the “Parties”) to amend the Agreement as follows:

- R-1. The Agreement and this Rider shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Rider shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
- R-2. The security officers furnished by Monterrey to the Town shall provide security services and security presence at the Town’s festival, and shall protect the Town’s visitors, employees, and property. Monterrey’s security officers shall watch for and report suspicious, criminal, or unusual activities to Client, check IDs and the appropriate law enforcement officials, depending on the severity of the situation. Monterrey’s security officers may, in the event of a security breach, act to ensure the safety of the Town’s employees, visitors, and property
- R-3. Monterrey warrants and represents that all of its Security officers selected and assigned to the Town will be licensed by the Illinois Department of Financial and Professional Regulation. Monterrey warrants and represents that it conducts criminal background checks on all its security officers in compliance with the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004 (225 ILCS 447/5, et seq.).
- R-4. Monterrey shall list the Town on its insurance policies as an additional insured as follows: “TOWN OF CICERO, its commissioners, officials, guards, executives, employees, consultants, attorneys, agents, volunteers and representatives shall be primary and noncontributory Additional Insureds with respect to the general liability, auto liability, and umbrella coverages specified above.” Said insurance shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Town or by its agents or employees, shall be excess and not contributory insurance to that provided by Monterrey.

- R-5. Monterrey agrees to and shall defend, indemnify and hold the Town, its past and present officials (whether appointed or elected), officers, commissioners, agents, representatives, attorneys, independent contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to Client (collectively, the "Indemnified Parties") harmless from and against any and all claims, losses, liabilities, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), injuries and actual damages of every kind and nature, (collectively, the "Claims" and individually, a "Claim") arising out of or related to the actual negligent act and/or omission of Monterrey or its officers, employees, agents, independent contractors, or representatives. Notwithstanding any other contrary provision contained herein,

The presence of security personnel is designed to deter and reduce certain types of conduct and risks. However, Monterrey Security is not a law enforcement agency. Monterrey Security does not insure or guarantee the personal safety or the security of any property. Monterrey Security would not have any liability arising from the criminal acts of any third parties. The Town of Cicero Police Department is the primary safety & security lead for all events at which Monterrey Security will provide services under the agreement. As such, the Cicero Police Department will be responsible for reviewing all private security staffing and will itself assign the appropriate amount of its own on-duty sworn law enforcement officers to the event as it deems reasonably appropriate to maintain a safe environment.


Monterrey's obligations under this Section shall survive the expiration or termination of this Agreement.

- R-6. This Agreement is not assignable in whole or in part by either party without the expressed prior written consent of the other party. Any attempted assignment without prior consent of the other party shall be deemed to be void, and shall have no effect on the terms and conditions of this Agreement.
- R-7. The Agreement and this Rider, contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any.
- R-8. The provisions of this Agreement shall be deemed to be severable. If any provision of the Agreement is held to be invalid or unenforceable in any respect, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.
- R-9. Each Party hereby warrants and represents to the other Party that the person executing this Agreement on its behalf has been properly authorized to do so.

- R-10. This Rider may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Rider and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- R-11. The Town shall have the right, in its sole and absolute discretion, for any reason or no reason, to terminate this Agreement upon providing thirty days written notice to Monterrey.
- R-12. This Rider and the Agreement represents the entire and integrated agreement between the Town and Monterrey and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement and this Rider may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Rider to be executed as of the date last written below.

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____	_____
Representative	Date
Town of Cicero	
	5/22/2027
By: _____	_____
Representative	Date
Monterrey Security Consultants, Inc.	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE *THEODORE POLASHEK V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town was named as a defendant (the “Defendant”) in a lawsuit brought by Theodore Polashek (the “Plaintiff”), styled *Theodore Polashek v. Town of Cicero*, Case No. 21 WC 017421, regarding injuries allegedly sustained during a fire response (the “Litigation”); and

WHEREAS, the Plaintiff alleges personal injury claims against the Defendant (the “Claims”); and

WHEREAS, the Plaintiff sought damages from the Defendant for the Claims; and

WHEREAS, the Town does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers, or officials, but the Plaintiff and the

Defendant (together, the “Parties”) wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in an agreement, entitled “Illinois Workers’ Compensation Commission Settlement Contract Lump Sum Petition and Order” (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to and accept the Settlement Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to approve of the Settlement Agreement so as to settle the Litigation to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The form, terms, and provisions of the Settlement Agreement, including exhibits and attachments thereto, are hereby approved in substantially the same form as set forth in Exhibit A, with such insertions, omissions, and changes as shall be approved and set forth by the President and the Attorney. The Town Board ratifies any and all previous action taken to effectuate the intent of this Resolution. The President, or his designee, is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Town to any and all documents that may be necessary to carry out and effectuate the purpose of this Resolution. The Town is hereby authorized and directed to remit payment in accordance with the terms of the Settlement Agreement and to take all action necessary or appropriate to effectuate the terms of the Settlement Agreement.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution, nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0105697

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

Theodore Polashek

Employee/Petitioner

Case# **21WC017421**

v.

Town of Cicero Fire Department

Employer/Respondent

Setting **Chicago**

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Theodore Polashek

Employee/Petitioner

Street address

City, State, Zip code

**Town of Cicero Fire
Department**

Employer/Respondent

6533 W. 25th St.
Street address

Cicero, IL 60804
City, State, Zip code

State employee? **No** Gender: **Male**

Marital status: **Single**

Dependents under age 18: **1**

Birthdate:

Average weekly wage: **\$1,935.90**

Date of accident: **3/13/2021**

How did the accident occur? **Injured while putting out a fire during employment**

What part of the body was affected? **Lungs, whole body**

What is the nature of the injury? **smoke inhalation**

The employer was notified of the accident **orally.**

Return-to-work date: **April 15, 2021**

Location of accident: **Cicero**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **4 4/7** weeks at the rate of **\$1,935.90** /week. The employee was temporarily totally disabled during the following period(s):

From	Through
<u>3/13/2021</u>	<u>4/15/2021</u>

Notes regarding temporary total disability benefits:

Petitioner is a firefighter and received full salary pursuant to the Public Employee's Disability Act

MEDICAL EXPENSES: The employer **has not** paid all medical bills. List unpaid bills in the space below.
see terms of settlement

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **n/a** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **n/a** regarding
TTD \$ **n/a** Permanent disability \$ **n/a** Medical expenses \$ **n/a** Other \$ **n/a**

TERMS OF SETTLEMENT: **Attach a recent medical report signed by the physician who examined or treated the employee.** Respondent offers and Petitioner agrees to accept subject to the approval of the IWCC the full and final sum of \$21,793.25 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 3-13-21. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. This settlement is calculated as 5% MAW or 25 weeks times \$871.73 or \$21,793.25. Parties waive all rights pursuant to Sections 8(a) and 19(h) of the Act. The parties have considered the interests of Medicare in this settlement. No amount is allocated for future medical expenses based on the opinion of treating physician Dr. Rodriguez that the petitioner will need no further medical treatment as a result of this accident. (See office note dated April 15, 2021).

Total amount of settlement	<u>\$21,793.25</u>
Deduction: Attorney's fees	<u>\$4,261.10</u>
Deduction: Petitioner's costs	<u>\$32.15</u>
Deduction: Other (explain)	<u>\$0.00</u>
Amount employee will receive	<u>\$17,500.00</u>

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.* I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature on File
Signature of petitioner

Theodore P{olashek
Name of petitioner

[REDACTED]
Telephone number

5/5/2023
Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Mark Weiner

Signature of attorney

Mark Weiner

Attorney's name

Hughes Socol Piers Resnick & Dym, Ltd.

70 W MADISON

SUITE 4000

CHICAGO, IL 60602

Firm name and address

3125800100

Telephone number

5/5/2023

Date

01927

IWCC Code #

mweiner@hsplegal.com

E-mail address

RESPONDENT'S ATTORNEY. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

Robert Luedke

Attorney's name

Del Galdo Law Group LLP

1441 S HARLEM AVE

BERWYN, IL 60402

Firm name and address

(708) 222-7000

Telephone number

Insurance Program Managers Group

Name of respondent's insurance or service company

Date

04217

IWCC Code #

luedke@dlglawgroup.com

E-mail address

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

Agenda Request Memo

To: Town of Cicero Board of Trustees and the Honorable Larry Dominick, Town President.
From: Robert E. Luedke
Re: worker's compensation claim for petitioner Theodore Polashek
Date: May 5, 2023

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]