
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, SEPTEMBER 13, 2022 - 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) US Citizenship Confirmations

5. **Approval of Bills**

A) List of Bills-Warrant# 17, Manual Checks & Online Payments

B) Payroll

4

6. **Permit**

A) Marian Council

23

B) Our Lady of the Mount

25

C) Girl Scout of Greater Chicago & Northwest Indiana

37

7. **Reports**

A) Collector's Office Report & Revenue Summary

41

8. **Ordinances**

A) An Ordinance Authorizing, Approving, And Ratifying The Purchase Of A Bobcat Skid Steer Loader For The Town Of Cicero, County Of Cook, State Of Illinois.	47
B) An Ordinance Amending Chapter 2, Section 2-342 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Settlement Authority For The Town Of Cicero, County Of Cook, State Of Illinois.	57
9. <u>Ordinances - Land Use</u>	
A) An Ordinance Approving A Plat Of Subdivision For 3302, 3304, And 3306 South Cicero Avenue For The Town Of Cicero, County Of Cook, State Of Illinois.	62
B) An Ordinance Granting A Variance To Allow The Construction Of A Dormer Addition To An Existing Second Floor At The Property Commonly Known As 3109 South 54th Avenue, Cicero, Illinois.	65
10. <u>Resolutions</u>	
A) 2023 Holiday Schedule	
1) 4 Day Work Week	71
2) 5 Day Work Week	72
B) Setting of Halloween Trick o Treat Hours	73
C) A Resolution In Support Of The Workers' Rights Amendment.	74
D) A Resolution Revising Resolution 102-22 To Correct A Scrivener's Error Regarding Providing That The Referendum Specifications Shall Be Published In A Newspaper Of General Circulation And Mailed To Registered Voters Rather Than Appearing Directly On The Ballot For The Town Of Cicero, County Of Cook, State Of Illinois.	76
E) A Resolution Authorizing And Approving An Annual Action Plan For Program Year 2022 To Comply With The Requirements Of The Community Development Block Grant Program Offered Through The United States Department Of Housing And Urban Development For The Town Of Cicero, County Of Cook, State Of Illinois.	90
F) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Comcast Of Illinois IV, Inc. To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois.	165
G) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Flashing Thunder Fireworks To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois.	188
H) A Resolution Authorizing And Approving A Rider To The Agreement With Gamma Team Security To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois.	197
I) A Resolution Authorizing And Approving Certain Invoices From Standard Equipment Company For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois.	208

J) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case Robert Richert V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois.	220
K) A Resolution Authorizing And Approving The Settlement Of Litigation In The Case William Rivera V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois.	230
L) A Resolution Authorizing And Approving The Settlement Of Litigation In The Case Francisca Castillo V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois.	245
11. <u>New Business</u>	
A) Approval To Accept The 2023 Town Board Meeting Schedule	255
B) Recommendation By Novotny Engineering To Award The Contract For The 2022 CDBG & TIF Alley Paving CDBG Project #2021-0011-872 To The Lowest Responsible Bidder.	256
C) Recommendation By Novotny Engineering To Award The Contract For The 2022 Street Rehabilitation Project MFT Section No. 22-00235-00-RS/RBI Funds to The Lowest Responsible Bidder.	260
D) Recommendation By Novotny Engineering To Reject All Bids And Rebid The Contract For Safety Town Park Improvements CDBG Project #2021-0013-890.	264
E) Presentation By The Roosevelt Group And Legislative Leaders	

12. **Citizen Comments (3 minute limit)**

13. **Adjournment**

HUMAN RESOURCES

DATE 9/08/22 EMPLOYEES BY
 TIME 12:48:45 HIRE DATE

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 JJARAMILLO

HIRE DATE NAME

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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
 10/01/1992 SURILLO, CESAR, D
 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 CHLADA, JERRY, R, JR
 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
 10/16/1997 WINIARS, MICHAEL, 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

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DATE 9/08/22 EMPLOYEES BY
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 JJARAMILLO

HIRE DATE NAME

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CORPORATE

06/08/1999	PALOMAR, CARLOS
06/14/1999	MELENDEZ, JACQUELINE
07/27/1999	DRAKULICH, LOUIS
07/27/1999	GILPIN, JENNIFER
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	DELAFUENTE, ARTURO
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
01/14/2002	BODZIOCH, MICHAEL
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

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EMPLOYEES BY
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NAME

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CORPORATE

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 CONTRERAS, LILIA, J
 10/01/2002 MENDOZA, ARACELI
 10/18/2002 LOPEZ, LUIS
 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 ARTEAGA, PAULA
 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

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CORPORATE

- 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
06/28/2005 DOMINICK, BRIAN, K
06/28/2005 SCHVACH, MARYLOU
06/28/2005 WENTE, WAYNE, L
06/29/2005 GUZMAN, MIGUEL, JR
06/29/2005 TEJEDA, JOSE, J
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 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
04/24/2006 IBARRA, LORENA
05/10/2006 TELITZ, NICHOLAS
06/13/2006 DURKEE, MARY, M
06/13/2006 NOWAK, FRANCES, J
06/19/2006 MASTALERZ, MICHELLE, L
06/20/2006 RASKEY, JAMES
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

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CORPORATE

- 10/31/2006 PADILLA, ANGELICA
10/31/2006 VARGAS, EVA
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
02/06/2007 PETRUS, PATRICIA
02/13/2007 GARCIA, ANTHONY
02/20/2007 REYES, JUAN, A
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
06/26/2007 PETRUS, JASON
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 STURDEVANT, 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

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CORPORATE

06/19/2008 ARIAS, JOSE, L
 06/20/2008 MORELOS, ANTONIO, A
 07/04/2008 SALAS, MARIA
 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
 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
 05/26/2009 LOPEZ, EDWIN, JR
 06/01/2009 MANIADAKIS, VALIA
 06/01/2009 PILA, PAMELA
 06/01/2009 ROSAS, ERIKA
 06/10/2009 ARCEO, DORIAN, K
 06/10/2009 VARGAS, EDDIE
 06/15/2009 GIOVANNELLI, CHRISTOPHER
 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
 07/24/2010 GARCIA, JOSE
 08/09/2010 GRAZZINI, SUSAN

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CORPORATE

08/11/2010 VARGAS, DAVID
 10/08/2010 ESCOBEDO, POLINARIO
 10/08/2010 MARTINEZ, ERIKA
 12/03/2010 WILLIAMS, BETTY ANN
 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
 03/08/2011 PAULUCCI, SUZANNE
 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
 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
 12/16/2011 ROSAS, DIANA
 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 CHAVEZ, OSCAR, D
 06/13/2012 RAMOS, JEANETTE, I
 06/13/2012 RAMOS, ROSALINDA
 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
 07/24/2012 PITMAN, ERIC, S
 08/20/2012 UNIQUE, ALMA, K
 09/25/2012 BARONA, ARMANDO
 10/09/2012 MORALES, JANET

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CORPORATE

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
 06/17/2013 GARCIA, MARLENE, M
 06/17/2013 MEDINA, GRISELDA
 06/17/2013 RODRIGUEZ, THOMAS, M
 06/17/2013 UJEK, DONALD, J
 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

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CORPORATE

06/01/2014 WOOD, SHELLY
 06/02/2014 DELONG, JASON, C
 06/02/2014 SALGADO, NELIDA
 06/02/2014 VALDEZ, JUAN, V
 06/04/2014 PESEK, JEFFRY, A
 06/04/2014 TWOMEY, DANIEL, M
 06/09/2014 GUZMAN, ROSARIO, C
 06/09/2014 RUSCETTI, JOEY
 06/10/2014 DOMINICK, ZACHARY, B
 06/10/2014 VICERA, ESMERALDA
 06/18/2014 SMITH, ROBERT
 06/23/2014 CINKAY, WILLIAM, F
 06/24/2014 AYALA, ANTONIO
 07/07/2014 ALBA, EDGAR
 07/07/2014 ARLIS, KEVIN, R
 07/07/2014 COVARRUBIAS, OSCAAR
 07/07/2014 GUTIERREZ, ANDY, M
 07/07/2014 ROWE, HOPETON, O, JR
 07/09/2014 HRABAK, REID
 07/09/2014 XERIKOS, ANDY
 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
 09/15/2014 AVILA, AZUCENA
 09/20/2014 HERNANDEZ, ROBERT
 09/20/2014 MOJICA, JUAN
 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
 04/28/2015 VALLADARES, OPHELIA, E
 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

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05/26/2015	CERVANTES, STEVE
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
08/28/2015	LIRA, ROSA, M
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
12/15/2015	NAVA, JOCELYN
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
05/09/2016	MOLINARO, GUY, A
05/16/2016	DELGADO, ARCADIO
05/24/2016	RYAN, MARY RITA
05/24/2016	VARGAS, MARIA
06/02/2016	TOSTI, DOMINICK
06/05/2016	BAHOVICH, FRANK
06/05/2016	SOLANO, ANTHONY
06/06/2016	ANDRADE, JESUS
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
10/03/2016	ORTEGA, JUANA, A
10/11/2016	GRIGORIO, VERONICA
10/25/2016	QUIROGA, SANDRA
11/15/2016	MURRAY, LAURA, A
11/28/2016	BRITO, LISET
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
01/09/2017	SMITH, LUKE, W
01/10/2017	PARRISH, VANESSA, N
03/07/2017	NAVIA, JORGE
03/09/2017	BERLANGA, MARICELA

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04/10/2017 ESPARZA, JULIO, C
 04/20/2017 MCCARTHY, LARRY
 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 MENDOZA RAMIREZ, DANIELLA
 06/05/2017 SALGADO, EVELYN
 06/07/2017 QUIROGA, ADAM
 06/12/2017 ALFRED, VERONICA
 06/12/2017 TEJEDA, PRINCESS
 06/13/2017 WHITE, ROBERT
 06/14/2017 VARGAS, CARLOS
 08/29/2017 MARTINEZ, MARCELA
 09/06/2017 MCGRAW, ELIUD
 09/06/2017 RODRIGUEZ, ALVARO
 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 MIDEEL, DANIEL
 04/27/2018 MULBRANDON, JOEL
 04/30/2018 LARA, VIOLET
 05/07/2018 GARCIA, ALEJANDRO
 05/07/2018 MARTINEZ, ALYXANDRA, L
 05/07/2018 SALVATO, DAVID, C
 05/29/2018 DIAZ, EDUARDO
 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
 06/04/2018 JUAREZ, STEPHANY
 06/04/2018 TAPIA, JAZMIN
 06/05/2018 CRUZ DURAN, STEVEN
 06/05/2018 SANCHEZ, ALIZAI
 06/06/2018 OSORIO, KARINA
 06/13/2018 CERVANTES, PAOLA
 06/26/2018 BUSCEMI, ANGELO, D
 06/26/2018 LUNA, FERNANDO

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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 NEAL, ALAN
 11/27/2018 PAWELSKI, DONNA, M
 11/27/2018 TENBROECK, PERLA, D
 12/03/2018 CORTEZ, ALEJANDRO
 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
 05/03/2019 KRAUT, JOSEPHINE
 05/06/2019 SANCHEZ, RICKY
 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
 06/05/2019 RAMIREZ-SANTOYO, ANGEL
 06/10/2019 PEREZ GARCIA, JAIME
 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 MATA, JOSE, D
 09/03/2019 RODRIGUEZ, SAMUEL
 09/04/2019 DIAZ, CARLOS, E
 09/05/2019 GALVEZ, MARIA, C
 09/09/2019 HAYES, MIA, J

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09/30/2019	ANDRADE, ANDREW
10/21/2019	VAIS, ANTHONY, J
11/04/2019	GARZA, FRED
11/04/2019	OROZCO, JOSE, L
11/18/2019	ESCOBEDO, ALICE
11/30/2019	BLOOD, OLIVIA, R
12/03/2019	RAMIREZ, RIGOBERTO
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
04/07/2020	VERA, NATALIE
05/26/2020	SERNA, ADRIANA
06/06/2020	CUNDARI, CARA, L
06/09/2020	EUKOVICH, THOMAS, G
06/15/2020	GUZMAN, JOSEPH
06/17/2020	NAVARRETE, CARLOS
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
09/02/2020	TALSMA, EUGENE, L
09/08/2020	JAIMES, DIEGO
09/09/2020	VARGAS PENA, EVENCIO
09/11/2020	ARANDA, JUAN, R
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	BUSCEMI, MARISSA, M
01/14/2021	RAMIREZ, PERLA, J
02/09/2021	SCHWAR, STEPHEN, F
03/01/2021	CORRAL, ABEL, A
03/01/2021	RODRIGUEZ, DANIEL

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CORPORATE
 03/08/2021 RAMIREZ, RAMIRO
 03/15/2021 MARZULLO, RUSSELL, P
 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
 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
 06/01/2021 PADILLA, CARLOS
 06/02/2021 ESCOBEDO, JUAN, J
 06/02/2021 HERRERA, JAVIER
 06/02/2021 MCCANN, RYAN, T
 06/02/2021 REYES, JOSHUA
 06/02/2021 VARGAS, CESAR
 06/03/2021 HORODECKI, ALEXIS, G
 06/03/2021 MARTINEZ, GAEL
 06/03/2021 MARTINEZ, GARETH, I
 06/03/2021 MELCHOR, REYNALDO
 06/03/2021 NAVAL, JENNIFER
 06/03/2021 OROZCO, LUIS, D
 06/03/2021 VEGA, RAFAEL
 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 BARAJAS, DAVID
 06/09/2021 MENDEZ, NATHAN, M
 06/09/2021 RAMIREZ, SAMANTHA
 06/09/2021 RODRIGUEZ, NICOLAS
 06/09/2021 VARGAS, ISMAEL
 06/09/2021 VARGAS, OMAR
 06/10/2021 OWCZAREK, JEFFREY, R
 06/14/2021 AITCHESON, JAMES
 06/14/2021 AYALA, SALVADOR
 06/14/2021 CHAIDEZ, JUAN
 06/14/2021 MARCOLINI, ZACHARY, A
 06/15/2021 BRAVO, ESTEPHANIE, S
 06/15/2021 RUBIO, DANIEL

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06/16/2021 COBOS, ISIDRO
06/19/2021 VIRGEN, JOSE
06/21/2021 SANDOVAL, ANTONIO
06/23/2021 MARTINEZ, ISAAC
06/23/2021 RODRIGUEZ, FRANCISCO, J
06/28/2021 MACARENO, INAN
06/28/2021 MERCADO, ALAN, E
06/28/2021 MORALES, BENJAMIN
06/28/2021 MORENO, BRYAN
06/28/2021 SALAZAR, JOSE, L
07/15/2021 CHAGOYA, JESUS, M
07/19/2021 NUNO, GABRIELA
07/21/2021 SCHULTZ, JOSEPH, J
08/11/2021 MORRO, GERALD, A
08/25/2021 DIAZ, VIOLETA
08/25/2021 WEBER, SUSAN, M
08/29/2021 MEJIA, ANGELICA
08/30/2021 DISTOR, SYRON
08/30/2021 FOLKERS, JEFF
09/01/2021 POLASKI, JAMES, R
09/06/2021 SAVAGE, EDWARD
09/07/2021 SUMERACKI, LESLEY
09/08/2021 NUCI, IVAN
09/08/2021 ROJO-TORRES, MARLENE
09/08/2021 ROMAN, PRISCILLA
09/11/2021 SAPIKAS, MATTHEW, J
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
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 ALCALA, DANIEL
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, OMER
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, J
01/10/2022 LOEZA, FRANK
01/10/2022 PALAFOX, CESAR, G

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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	HERNANDEZ, JEANETT, J
02/07/2022	NOWAK, MARK, A
02/07/2022	TEMES, DELORES, R
02/16/2022	GONZALEZ, JESUS, M
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
04/06/2022	FRANCO, CANDYDO
04/11/2022	CRUZ ANAYA, IDALIA
04/11/2022	MENDOZA, ULISSES
04/11/2022	WALCZAK, RYAN
04/16/2022	RAMIREZ, SALVADOR
04/24/2022	VARGAS, LEONARDO, III
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	LOPEZ, EMANI, A
05/02/2022	MATHIS, SKYLAR, P
05/02/2022	NEVILLE, ANNE, E
05/02/2022	NOYOLA, PATRICIA
05/02/2022	ORTEGA, DAVID, J
05/02/2022	RAMIREZ, YARADELY
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	ROSAS, SEAN, E
05/02/2022	SANDOVAL, ANGEL, O
05/02/2022	SHAUL, JEREMY, B
05/02/2022	SMITH, GLEN
05/02/2022	STEPHENS, SHARON, U
05/02/2022	SUAREZ, LUIS, M
05/02/2022	WILLIAMS, PAMELA, J
05/03/2022	DIAZ, NATALIA, A
05/05/2022	PATTERSON, JESSICA, J
05/05/2022	VEGA, JACKLYN
05/05/2022	VEGA, JENNIFER

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05/09/2022 CORNEJO, MARIA, C
 05/16/2022 HORODECKI, KAITLYN, E
 05/23/2022 RAMOS, ROSALINDA
 05/24/2022 JIMENEZ, WENDY
 05/24/2022 SALVINO, CYNTHIA, J
 05/31/2022 GALLEGOS, MARA, A
 05/31/2022 LOEZA, ERICK
 05/31/2022 PULLIA, NATHAN
 05/31/2022 SOTELO, JULIAN
 06/01/2022 CASAREZ, JESSICA
 06/02/2022 ROMERO-CARRILLO, MANUEL
 06/03/2022 FLORES, ADAN
 06/03/2022 GUZMAN, ANDREW
 06/05/2022 RIVERA, JAVIER
 06/06/2022 CALDERON, VICTORIA
 06/06/2022 CHIQUITO, JULIAN
 06/06/2022 MANFRE, RYAN
 06/06/2022 RODRIGUEZ, SALMA
 06/07/2022 HERNANDEZ, JONATHAN
 06/08/2022 DE LA TORRE, ANTONIO
 06/08/2022 GONZALEZ, ALEJANDRO
 06/08/2022 MARTINEZ, OSIEL
 06/08/2022 MELENDEZ, ELIJAH
 06/08/2022 ROMERO, ANGEL
 06/08/2022 SOLIS, MAIA
 06/08/2022 SOLIS, MALIA
 06/12/2022 FLORES, JOSE
 06/13/2022 BERNAL, JOSE, M
 06/13/2022 DELGADO, JOSHUA
 06/13/2022 GARCIA, JOSHUA
 06/13/2022 HERNANDEZ, GIANNA
 06/13/2022 LAMBROS, LYNN
 06/14/2022 BARAJAS, ALEXANDER
 06/14/2022 HOWARD, LAPRINCE
 06/14/2022 HOWARD, MARIAH
 06/14/2022 HOWARD, MARIO
 06/14/2022 LEATO, ABIGAIL
 06/14/2022 SAN PEDRO, EVELYN
 06/15/2022 CORONA, GIANNCARLO
 06/15/2022 COUSINO, IVAN
 06/15/2022 GOMEZ, NATALIA
 06/15/2022 HIRACHETA, FRIDA
 06/15/2022 LEATO, AARON
 06/15/2022 MARTINEZ, SANTIAGO
 06/15/2022 PAIZ, AUSTIN
 06/15/2022 RAMIREZ, JOSUE
 06/16/2022 MALDONADO, JOSUE
 06/21/2022 BONILLA, ANDRES, A
 06/21/2022 CASSANO, RANDI
 06/21/2022 GARCIA, VANESSA
 06/21/2022 MAYORGA, VALENTINA
 06/21/2022 MORALES, JOSUE
 06/21/2022 OLAVARRIA, DANIELLE
 06/21/2022 ROMERO, URIEL

DATE 9/08/22

EMPLOYEES BY

TCHR97

TIME 12:48:45

HIRE DATE

JJARAMILLO

HIRE DATE NAME

=====

CORPORATE

06/21/2022 SANCHEZ, JOEL
06/21/2022 SANTOS, SARAH
06/22/2022 VEGA, NICOLE
07/06/2022 GARCIA-CHAVEZ, ELIZABETH
07/10/2022 FERNANDEZ, BRIAN
07/11/2022 ALMANZA, MARCY
07/11/2022 BAUTISTA, ANTHONY
07/11/2022 HEREDIA, AALIYAH
07/17/2022 CARRILLO, ELIASAR
07/17/2022 DELACRUZ, NESLY
07/17/2022 GARCIA, ROBERTO
07/17/2022 HUITRON, IVAN
07/17/2022 RAMIREZ, ERIC
07/18/2022 CANTU, JOHNNY
07/18/2022 MARTINEZ, ROLANDO
07/18/2022 MOORE, CHRISTOPHER
07/18/2022 REICHENBERGER, NATHAN
07/18/2022 RIVERA, MARCUS
07/18/2022 SOKOLOVSKI, VICTOR
07/18/2022 TALBOT, NATHANIEL
08/15/2022 ARDOLINO, MEGHAN
08/15/2022 WEINER, SAMANTHA
08/29/2022 GARFIAS, SERGIO
08/29/2022 ILLAN, EMMANUEL
08/29/2022 NUNEZ, ALEX
08/29/2022 WASHINGTON, JADA

Total Employees: 944
Estimated Payroll Salary: 1,646,973.44

NOTE: Hourly rates not included in estimated payroll salary

DATE 9/08/22

EMPLOYEES BY

TCHR97

TIME 12:48:45

HIRE DATE

JJARAMILLO

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
- 07/29/2020 GALLARDO, MARLA
- 08/17/2020 KAY, LAUREN, P
- 09/08/2020 IBARRA, LUIS, R
- 07/30/2021 CARANNA, ANGEL, L
- 07/30/2021 ROCHA, DIANA, C
- 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

Total Employees: 32
 Estimated Payroll Salary: 26,723.94

NOTE: Hourly rates not included in estimated payroll salary



Marian Council

September 4, 2022

President Dominick &
Board of Trustees
Town of Cicero
4949 W. Cermak Road
Cicero, IL 60804

Dear Town Board:

We are requesting permission to gather no more than 50 participants to pray the rosary in honor of "America Needs Fatima" event celebrating the anniversary of Fatima. This event will take place in the southwest corner of the CVS parking lot located at 5524 W. Cermak Rd on Saturday, October 15 starting at 12PM (Noon) and will be ending at 1:30PM. We are inviting various members of our parish Mary Queen of Heaven to attend this event and require some additional time before the event for set up and after for clean up only. A portable mic will be used with a small speaker, we will not be blocking any streets or public sidewalk and/or conducting any processions in connection with this event. We thank you for your consideration.

Sincerely,
The Marian Council

President, Jessica Jaramillo-Flores

Vice-President, Carol Smith

Marian Council Group
c/o Mary Queen of Heaven Parish
5300 W. 24th Street
Cicero, Ill 60804

September 6, 2022

Norma Moreno, Supervisor
CVS Pharmacy
5524 W. Cermak Road
Cicero Ill 60804

Dear Norma Moreno, Supervisor

This letter is to confirm that you are giving us permission for the Marian Council to pray for the World Wide public prayers "**America Needs Fatima**".

- Date of Prayer: Saturday October 15, 2022
- Time: 10:30a-1:30p (set-up, prayer and Rosary.)
- Place: CVS parking Lot on the corner of Cermak & Central Ave.
- Time Allowed: 3 Hours


Please contact me at 708-825-7769 if you have any questions.

Sincerely,



Patricia Gallaga
Marian Council Member for Mary Queen of Heaven Parish 708-863-6608

Signature of Approval: 

Supervisor of CVS Pharmacy: Norma Moreno 



OUR LADY OF THE MOUNT
NUESTRA SEÑORA DEL MONTE

September 25, 2022

Town of Cicero
4937W. Cermak Road
Cicero, IL 60804

Re: Permit for Mi Kermes Parish Festival

To Whom It May Concern:

The Purpose of this letter is to request a permit from The Town of Cicero to allow us to have our Mi Kermes Parish Festival. The Event will consist of inflatable games, music, food, soft drinks, and beer run by Our Lady of the Mount Parish in the Parking lot.

The planned of Mi Kermes Festival dates and times will be the following:

Starting :	Friday	September 23 rd	3:00 P.M.	to	11:00 P.M.
	Saturday	September 24 th	12:00 P.M.	to	11:00 P.M.
Ending:	Sunday	September 25 th	9:00 A.M.	to	10:00 P.M.

Our Lady of the Mount also request the following accommodations from the Town of Cicero:

1. Reservation of curbside parking adjoining parish property on 24th Street between 61st Court & 61st Avenue. This zone to be barricaded beginning at 8am on Friday, September 23rd and extending it to until midnight on Sunday, September 25th.
2. Periodic patrol of site during hours of operation to supplement our security company.
3. Temporary use of 30 trash containers and daily garbage pickup on, Saturday, and Sunday mornings.

We will obtain liquor and food safety licensing from the appropriate Town Departments as in the past. Please let me you need any additional information from us to consider this request.

NOTE: The accompanying diagram illustrates the OLM Parking Lot and shows the general layout of the event. (All festival activities will stop and closed by the time mentioned)



OUR LADY OF THE MOUNT

NUESTRA SEÑORA DEL MONTE

Thank you for your consideration. All of us at Our Lady of the Mount are grateful for the assistance the Town of Cicero has given us over the years.

Gratefully yours,



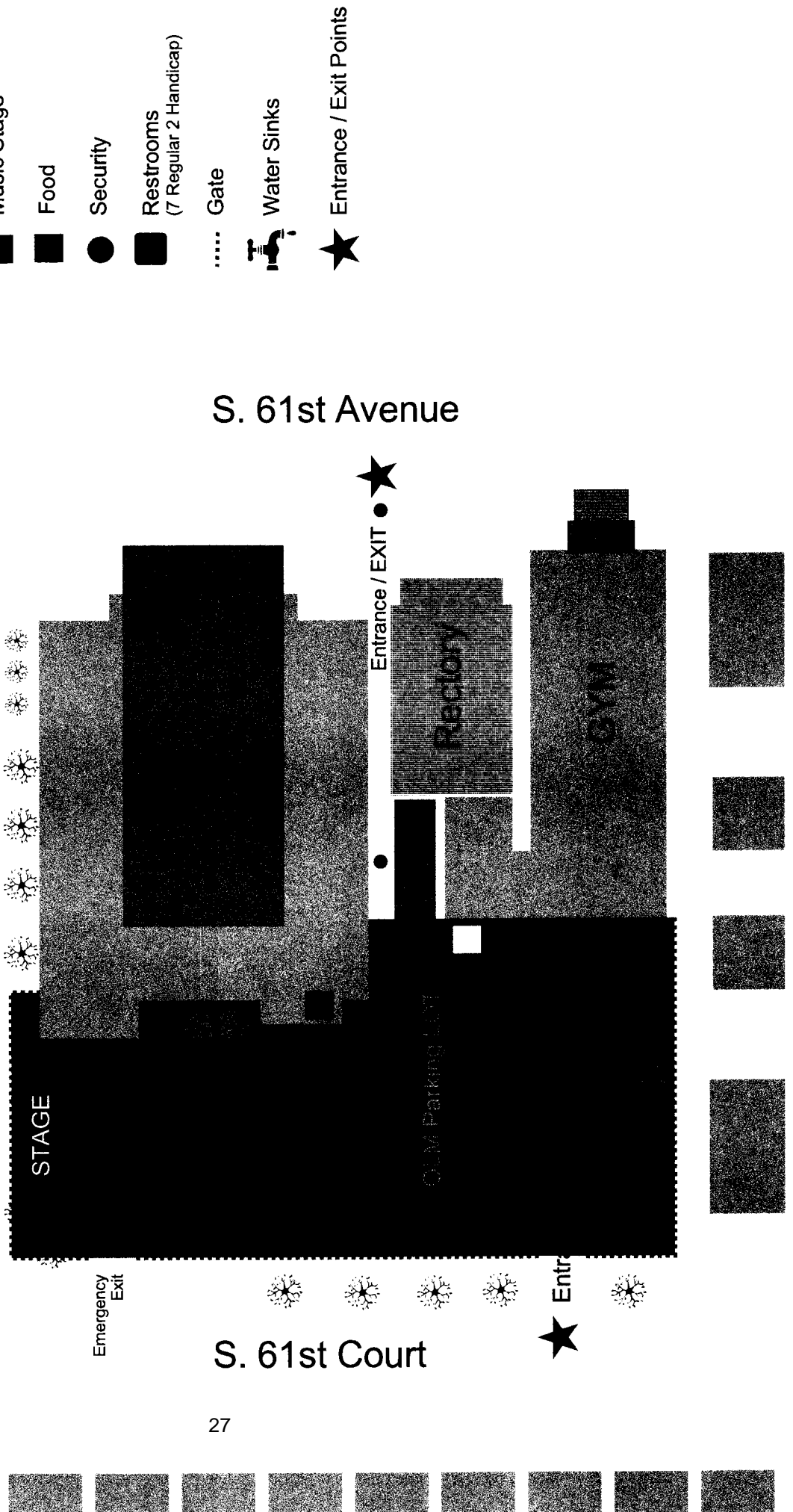
Eduardo de la Torre
MQH / Our Lady of the Mount
Event Coordinator
edelatorre@maryqueenofheavenparish.org
Office: (708) 863-6608
Cell:



100% DIVERSION FAMILIAR / 100% FAMILY FUN

SEPT. 23-25, 2022

W 24th Street



S. 61st Avenue

S. 61st Court



Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Our Lady of the Mount / Mi Kermes Parish Festival

1 message

Eduardo de la Torre <edelatorre@maryqueenofheavenparish.org>

Thu, Aug 25, 2022 at 2:40 PM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Hello Jessica,

Attached you will find the permit request letter for the Town of Cicero and the actual layout of the event. I am waiting for the Certificate of Insurance and should have the Illinois Liquor Licence as soon as we have the approval of the Town. Please let me know if you need anything else from me.

Thank you!
Eddie

--

Eduardo de la Torre
Operation Manager

Mary Queen of Heaven Parish
Our Lady of the Mount
5300 W. 24th Street
Cicero, IL 60804
T (708) 863-6608
F (708) 863-2349
edelatorre@maryqueenofheavenparish.org

2 attachments

 **OLM - Permit Letter - 2022.pdf**
309K

 **Map - Mi Kermes Festival 2022.pdf**
5228K



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2022

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, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc. PHONE (A/C No. Ext): 866-829-8486 FAX (A/C, No): 855-858-0904 E-MAIL ADDRESS: cbccerts@gbtpa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Catholic Bishop of Chicago 835 N. Rush St. Chicago IL 60611	INSURER A: Underwriters at Lloyd's London NAIC # 15792	
	INSURER B: American Alternative Insurance Corp 19720	
	INSURER C: Safety National Casualty Corporation 15105	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1816156014

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 INSD	SUBR 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"/> LOC 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 \$ Included
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) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			R2A2FF000000907	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			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
A B	Liquor Liability Liquor Liability			BP1000922 R2A2FF000000907	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Occurrence \$1,000,000 Occurrence \$9,000,000

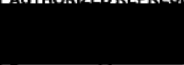
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If additional insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.
 Our Lady of the Mount Church, 2400 61st Avenue, Cicero, IL 60804

Proof of Insurance for "Mi Kermes Parish Festival 2922" on Friday, September 23, 2022 (3:00 pm - 11:00 pm); Saturday, September 24, 2022 (12:00 pm - 11:00 pm); and Sunday, September 25, 2022 (9:00 am to 10:00 pm). The event is inside the Parish Parking Lot with curbside parking adjoining parish property on 24th Street between 61st Court and 61st Avenue, Cicero, IL 60804.

Additional Insured: The Town of Cicero

CERTIFICATE HOLDER**CANCELLATION**

The Town of Cicero 4949 W. Cermak Road Cicero IL 60804 USA	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2022

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	PHONE (A/C, No, Ext): 866-829-8486	FAX (A/C, No): 855-858-0904
E-MAIL ADDRESS: cbccerts@gbtpa.com		
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:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1001014765 **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.

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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"/> LOC 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 \$ Included \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			R2A2FF000000907	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			BP1000922 SP4067124	7/1/2022 7/1/2022	7/1/2023 7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A B	Liquor Liability Liquor Liability			BP1000922 R2A2FF000000907	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Occurrence \$1,000,000 Occurrence \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 Our Lady of the Mount Church, 2400 61st Avenue, Cicero, IL 60804

 Proof of Insurance for "Mi Kermes Parish Festival 2922" on Friday, September 23, 2022 (3:00 pm - 11:00 pm); Saturday, September 24, 2022 (12:00 pm - 11:00 pm); and Sunday, September 25, 2022 (9:00 am to 10:00 pm) with curbside parking adjoining parish property on 24th Street between 61st Court and 61st Avenue, Cicero, IL 60804.

 Additional Insured: The Town of Cicero

CERTIFICATE HOLDER Illinois Liquor Control Commission 50 W. Washington Street, Suite 209 Chicago IL 60601 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 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2022

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc. PHONE (A/C No. Ext): 866-829-8486 FAX (A/C No): 855-858-0904 E-MAIL ADDRESS: cbccerts@gbtpa.com														
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INSURER E :															
INSURER F :															
INSURED Catholic Bishop of Chicago 835 N. Rush St. Chicago IL 60611	CATHBIS-01														

COVERAGES **CERTIFICATE NUMBER:** 254077780 **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.

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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"/> LOC 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 \$ Included \$
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) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			R2A2FF000000907	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	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
A B	Liquor Liability Liquor Liability			BP1000922 R2A2FF000000907	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Occurrence \$1,000,000 Occurrence \$9,000,000

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.
 Our Lady of the Mount Church, 2400 61st Avenue, Cicero, IL 60804

Proof of Insurance for "Mi Kermes Parish Festival 2922" on Friday, September 23, 2022 (3:00 pm - 11:00 pm); Saturday, September 24, 2022 (12:00 pm - 11:00 pm); and Sunday, September 25, 2022 (9:00 am to 10:00 pm) with curbside parking adjoining parish property on 24th Street between 61st Court and 61st Avenue, Cicero, IL 60804.

Additional Insured: The Town of Cicero

CERTIFICATE HOLDER The 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 
--	---

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Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Certificate of Insurance

1 message

Eduardo de la Torre <edelatorre@maryqueenofheavenparish.org>
To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Tue, Sep 6, 2022 at 9:58 AM

Hello Jessica,

Father Sergio sent out the parking request letter this morning. Thank you for letting us know. Attached, please receive the Certificate of Insurance for the Town and the Illinois Liquor Commission. I should be receiving the Liquor license from the state today.

Thank you,

--
Eduardo de la Torre
Operation Manager

Mary Queen of Heaven Parish
Our Lady of the Mount
5300 W. 24th Street
Cicero, IL 60804
T (708) 863-6608
F (708) 863-2349
edelatorre@maryqueenofheavenparish.org

2 attachments

 **COI - Illinois Liquor Control Commission.pdf**
99K

 **COI - Town of Cicero.pdf**
99K



OUR LADY OF THE MOUNT
NUESTRA SEÑORA DEL MONTE

Board of Education District 201
5801 W. Cermak Rd.
Cicero, IL 60804

Dear Board President:

Wishing you and the board members of the School District 201 Cicero, the peace that comes from our Lord Jesus.

The united parish community of Our Lady of the Mount & Mary Queen of Heaven. Will celebrate their Summer Festival on Friday September 23th to Sunday, September 25th, 2022.

We are looking forward to having a good crowd during the festival and we have a great need for parking space. I would like to request the use of Morton East High School Parking lot.

The parishioners of the new parish united of Our Lady of the Mount and Mary Queen of Heaven will appreciate your helpfulness. Thank you for taking into consideration or request.

Pax,



Rev. Sergio de la Torre-Carrillo
Parish Administrator



Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Parking lot request

3 messages

Sergio De La Torre <sdelatorre@maryqueenofheavenparish.org> Tue, Sep 6, 2022 at 10:01 AM
To: "CCHAPMAN@JSMORTON.ORG" <CCHAPMAN@jasmorton.org>
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Eduardo de la Torre <edelatorre@maryqueenofheavenparish.org>

Good Morning,

Hope this email finds you well!!

I'm Fr. Sergio de la Torre, parish administrator of Our Lady of the Mount and Mary Queen of Heaven Parish.

Sending as an attachment a request to use the parking lot for the parish Summer Festival at Our Lady of the Mount on 61st ave and 24th st.

Thank you for taking the time to read our request.

Pax,

Fr. Sergio

 **OLM - Parking Letter - 2022.pdf**
288K

Connie Chapman <cchapman@jasmorton.org> Tue, Sep 6, 2022 at 10:03 AM
To: Cynthia Lamas <clamas@jasmorton.org>
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Eduardo de la Torre <edelatorre@maryqueenofheavenparish.org>, Sergio De La Torre <sdelatorre@maryqueenofheavenparish.org>

Good morning:

Forwarding a facility usage request.

Thank you!

J. Sterling Morton High School District 201

Connie Chapman
Superintendent's Secretary, Board Clerk and FOIA Officer

cchapman@jasmorton.org
Phone: 708 780 2110
Mobile: 630 291 6568 Fax: 708 780 2111



J. Sterling Morton High School District 201 • 5801 W Cermak Rd • Cicero • IL • 60804

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[Quoted text hidden]

Cynthia Lamas <clamas@jstmorton.org>

Tue, Sep 6, 2022 at 11:16 AM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Eduardo de la Torre <edelatorre@maryqueenofheavenparish.org>, Sergio De La Torre <sdelatorre@maryqueenofheavenparish.org>

Hello,

I was forwarded your letter and email expressing interest in renting out the Morton East parking lot on 9/23/22 through 9/25/22. I have attached our district's facility request packet which includes rules, procedures and application. Please fill out the application located on page 11 & 12 of the attached packet and send it back to me. All applications have to be reviewed by our board of education who will give final approval/denial. Our board meets every second Wednesday of the month with the next meeting scheduled for 09/14/2022. In order to get it on this month's board agenda please send me the completed application by the end of the day tomorrow 09/07/2022.

In the meantime I will reach out to the East campus to see if the requested dates would interfere with any school activities.

Thank you.

Cynthia

J. Sterling Morton High School District 201

Cynthia Lamas
Administrative Assistant to the CFO

clamas@jstmorton.org
Phone: 708 780 2800 5706



J. Sterling Morton High School District 201 • 5801 W Cermak Rd • Cicero • IL • 60804

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[Quoted text hidden]

2 attachments



OLM - Parking Letter - 2022.pdf
288K



Facilities Rental Application Rules and Procedures CFO Redline Update 10012020.docx
66K



Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Re: Girl Scout Product Program Dates for 2022-2023

1 message

Maria Arias <marias@thetownofcicero.com>
To: Shari Millard <smillard@girlscoutsgcnwi.org>
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Tue, Aug 23, 2022 at 5:57 PM

Hello,

Yes, permit is required. We will add your request to the next board meeting agenda.

I will have my assistant Jessica follow-up with you.

Maria

On Tue, Aug 23, 2022 at 2:54 PM Shari Millard <smillard@girlscoutsgcnwi.org> wrote:



Maria Punzo-Arias, Town Clerk
Cicero, IL

Greetings!

It is that time of year when we start planning our new Girl Scout year. Our Fall Product Program will run from September 23 - October 16, 2022. The Door-to-Door portion of our Girl Scout Cookie Program will be from December 15, 2022 – January 16, 2023. We are planning to follow that with Booth Sales from mid-February through May.

If your community requires us to apply for a permit, please see the Fall Product and Cookie detail sheet below. If it is sufficient to process our request on behalf of our Girl Scouts based on this letter, please check the box below and scan it back to me, Shari Millard at smillard@girlscoutsgcnwi.org

If you require additional information, please email it to me and I will get it returned to you as soon as possible.

Please know our council has some recommended Covid guidelines in place for our Girl Scouts to observe. The current council recommendations can be found on our website. [Here](https://www.girlscoutsgcnwi.org/en/our-council/news/2020/covid19.html) is a link to the current guidelines <https://www.girlscoutsgcnwi.org/en/our-council/news/2020/covid19.html>

We are currently working remotely so communication is best through email or phone. If you have questions or need additional information, please do not hesitate to call me at 630-544-5906 or email me at smillard@girlscoutsgcnwi.org.

Thank you for being there for our girls. Please know you make a difference!

Sincerely,

Shari Millard

Product Program Specialist

Girl Scouts of Greater Chicago and Northwest Indiana

smillard@girlscoutsgcnwi.org

630-544-5906 or 855-456-8347 x5906

Please check the appropriate line(s) below and return to the email listed above:

- The attached information is sufficient and your request is approved as submitted
- We need a copy of the Girl Scouts Certificate of Insurance
- Please complete and return the enclosed application
- We also require the following documents (please list them below)

APPLICATION FOR NON-COMMERCIAL SOLICITATION

Not for Profit Organization

Name of Organization: Girl Scouts of Greater Chicago and Northwest Indiana

Address: 1551 Spencer Road, Joliet, IL 60433

Person to contact for

information: **Shari Millard**

P: 855-456-³⁸8347 ext.5906

E: smillard@girlscoutsgcnwi.org

Additional Contact: Susan Rakis, Director of Product Program
P: 855-456-8347ext. 2309
E: srakis@girlscoutsgcnwi.org

Note: The two people named above are requesting permission for the entire jurisdiction of the council. You should not receive requests from local constituents.

Non-Commercial Solicitation Purpose: Annual Girl Scout Fall Product and Cookie Programs

Program Dates: Fall Product Program:

Door to Door Order Taking:
September 23 – October 19, 2022

Delivery of Product: November 3-6, 2022

Cookie Program:

Door to Door Order Taking:
December 15, 2022 – January 16, 2023 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)

Delivery of Product: Mid-February thru March

Arrangements and permission for cookie booths are made directly with local merchants and troop leaders and take place between February and May 2023. Product is sold and paid for at the cookie booth site.

Hours of solicitation: As described by ordinance code

Description of Vehicles used in solicitation: None as of this request

Last date of previous requests: 2021

Has anyone listed on this application ever been convicted of a commission of a felony under 39No

the laws of the State of Illinois/Indiana or any other

State or Federal Law of the United States?

If yes, when.

--

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

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PROGRAM . . . : RA0460
REPORT . . . : TRANSACTION JOURNAL
USER : SRDS
DATE : 9/07/22
TIME : 8:43
HOLD : NO
COPIES . . . : 4
OUTPUT QUEUE: P4
DISTRIBUTION: #NONE

SELECTION OPTIONS

CASHIER CODE : #ALL
REVENUE STATION : #ALL
REVENUE CODE : #ALL
FROM PAYMENT DATE . . . : 8/01/2022
THRU PAYMENT DATE . . . : 8/31/2022
OPEN/POSTED : POSTED
RECEIVED FROM OR ACCOUNT #: ACCOUNT
SORT BY : REVENUE CODE
SUMMARY/DETAIL : SUMMARY

Town of Cicero IL ***LIVE***
 DATE 9/07/22
 TIME 8:43:50

REVENUE ACCOUNTING

TRANSACTION JOURNAL

REVENUE CODE	INTERFACING APPLICATION	BANK ACCOUNT	TRANS AMOUNT	TRANS COUNT
UT Utility Billing	UT UtilityPeg	AP Acc Pay	5,647,489.52	7,444
002 GAS/FUEL TAX	GEMS		266,515.38	33
004 CIGARETTE TAX	GEMS		24,000.00	2
102 VEHICLE TAGS	GEMS		93,845.00	1,656
105 BUSINESS LICENSE	GEMS		232,842.80	358
106 APPLICATN FEE-NO REFUND	GEMS		2,500.00	21
109 PET LICENSE	GEMS		.00	61
111 "EL" PARKING PERMITS	GEMS		575.00	16
122 BLOCK PARTY PERMIT		AP Acc Pay	1,000.00	4
126 CREDIT CARD SURCHARGE DONT USE	GEMS		4,975.89	1,805
133 RESERVED HANDICAP PARKING	GEMS		1,110.00	14
134 PUSH TAX			1,117.41	3
201 ELECTRICAL PERMITS	GEMS		10,133.00	90
202 SIGN INSPECTION	GEMS		11,874.00	87
204 BUILDING PERMITS	GEMS		43,074.00	428
205 PLUMBING PERMITS	GEMS		5,500.00	30
207 VACANT BLDG REGISTRATION	GEMS		1,000.00	5
210 DOG PARK PERMITS	GEMS		20.00	1
212 Municipal Parking Lot Fee	GEMS		3,105.00	29
301 REAL ESTATE TRANSFER TAX	GEMS		568,555.00	91
305 DENTAL FEES		AP Acc Pay	10,819.88	19
309 AG REOPENING FEE	GEMS		450.00	5
402 PARKING VIOLATIONS	GEMS		152,820.00	3,427
404 ADMINISTRATIVE TICKETS	GEMS		38,575.00	194
405 QUASI BAIL/BOND FORFEITURE	GEMS		355.00	4

Town of Cicero, IL ***LIVE***
 DATE 9/07/22
 TIME 8:43:50

REVENUE ACCOUNTING

PAGE
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 SRID

TRANSACTION JOURNAL

REVENUE CODE	INTERFACING APPLICATION	BANK ACCOUNT	TRANS. AMOUNT	TRANS. COUNT
601 PARKING LOT TAX	GEMS		11,140.00	5
651 FOOD SERVICE PERMIT/INSP FEES		AP Acc Pay	14,520.00	14
655 RESTITUTION	GEMS		70.00	1
666 SPECIAL EVENTS SPONSORSHIPS	GEMS		2,955.00	5
672 TOWING & STORAGE FEES		AP Acc Pay	118,120.00	5
701 MUNICIPAL ADMISSION TAX	GEMS		10,302.92	1
728 2007 BOND ESCROW ANNUALATED	GEMS		25.00	1
742 CIRCUIT COURT CLERK	GEMS		17,752.01	2
801 REIMBURSEMENTS		AP	71,027.76	3
810 MISC RECEIVABLE	GEMS		27.78	1
906 REGISTRAR'S REPORTS		AP Acc Pay	105.00	4
908 SETTLEMENT OF SUITS	GEMS		8,573.00	16
911 TOWN SEALER	GEMS		4,600.00	35
930 COLL MISC RECEIPTS	GEMS		24,638.82	470
939 CABLEVISION FRANCHISE	GEMS		72,308.48	1
948 PLAN REVIEW FEE	GEMS		7,355.00	22
955 RENTAL INCOME	GEMS		5,650.50	1
961 RTA METRA LOT FEES	GEMS		105.65	1
964 STATE GRANTS		AP Acc Pay	2,342.75	1
979 RAFFLE FEES	GEMS		50.00	1
981 HOUSING COURT JUDGEMENTS	GEMS		24,150.00	41
983 NET MEDICAL SUPPLIES		AP Acc Pay	11,342.75	15
986 GENERAL ADVERTISING	GEMS		3,396.00	1
989 PASSPORT FEES		AP Acc Pay	3,120.00	83
991 DUMPSTER FEES	GEMS		650.00	27

Town of Cicero IL ***LIVE***
DATE 9/07/22
TIME 8:43:50

REVENUE ACCOUNTING

PAGE
RA
SR1

TRANSACTION JOURNAL

REVENUE CODE	INTERFACING APPLICATION	BANK ACCOUNT	TRANS. AMOUNT	TRANS. COUNT
598 NSF FEES - ALL OTHERS	GENS		277.00	2
SURC Credit Card Surcharge		AP Acc Pay	10,928.48	2,353
1000 WATER LINE PERMIT		AP Acc Pay	21,666.09	12
		TOTALS:	4,820,271.88	19,142



THE TOWN OF CICERO

Revenue Summary

Date: Mon Aug 1 2022 to Wed Aug 31 2022

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	3427	\$162,820
VT	1656	\$98,845
Pet License	61	\$
Misc	468	\$23,400
Business License Fees	358	\$232,842.8
EL Parking Permit	16	\$575
Gas Tax	33	\$266,515.38
Cigarette Tax	2	\$24,000
Parking Lot Tax	5	\$11,140
RESTITUTION	1	\$70
ADMISSION TAX	1	\$10,302.92
CIRCUIT COURT CLERK	2	\$17,752.01
SETTLEMENT OF SUITS	8	\$7,909
CABLEVISION FRANCHISE	1	\$72,308.48
RENTAL INCOME	1	\$5,660.5
RTA METRA LOT FEES	1	\$105.65
REIMBURSMENTS	2	\$8,361.16
MISC RECEIVABLE	1	\$27.78
GENERAL ADVERTISING	1	\$3,396
Town Sealer	35	\$4,600
Special Events	5	\$2,800
Misc	2	\$1,238.82
Raffles	1	\$50
HV	41	\$24,150
AO	194	\$30,575
Dumpster Permit	27	\$650
Building Fee	424	\$42,869
Occ Fee	4	\$205

Plumbing Inspection	30	\$5,500
Plan Review Fee	22	\$7,355
Court Recording Fee	8	\$664
Compliance	5	\$350
Electrical Permits	90	\$10,138
Sign Inspection	87	\$11,874
Vacant Building Registration	5	\$1,000
Quasi Bail/Bond Forfiture	4	\$300
2007 Bond Escrow R.E. Taxes	1	\$25
NSF Fee's	2	\$277
Credit Card Surcharge Fee	1805	\$4,879.89
additional compliance inspection fee	16	\$800
Transfer Stamps	91	\$568,555
Escrow	52	\$30,000
Escrow Processing Fee	53	\$5,300
Dog Park Permit	1	\$20
Compliance	61	\$7,625
Business License Application	21	\$2,500
AO Reopening Fee	6	\$450
Reserved Handicap Parking	14	\$1,110
Municipal Parking Lot Permit	29	\$3,135
		Total Sales: \$1,715,027.39

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING, APPROVING, AND RATIFYING THE PURCHASE OF A BOBCAT SKID STEER LOADER 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 Cicero Fleet Maintenance Department (the “Fleet Maintenance Department”) is responsible for maintaining and purchasing vehicles and equipment for various Town departments; and

WHEREAS, the Director of the Fleet Maintenance Department (the “Director”) has determined that the Town is in need of additional equipment to ensure its continued efficient operations; and

WHEREAS, Atlas Bobcat (“Atlas”) has provided the Town with a Product Quotation (“Product Quotation”), attached hereto as Exhibit A, for the purchase one (1) S76 T4 Bobcat Skid Steer Loader and related equipment and customizations (collectively, the “Equipment”); and

WHEREAS, the Corporate Authorities deem it advisable and necessary for the efficient operation of the Town to authorize, approve, and ratify the purchase of the Equipment in accordance with the terms of the Product Quotation;

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, approve, and ratify the purchase of the Equipment, which is necessary for the performance of essential governmental functions, from Atlas in accordance with the terms of the Product Quotation and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes, approves and ratifies the purchase of the Equipment from Atlas in accordance with the terms of the Product Quotation. The Town Board further authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and

changes as shall be approved by the President and the Town Attorney, and ratifies any additional actions taken to effectuate the intent of this Ordinance. 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 Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the purchase of the Equipment contemplated by this Ordinance are hereby authorized, approved, and ratified by this reference. To the extent any requirement of bidding would be applicable to the purchase of the Equipment, the same is hereby waived.

**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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



LARRY DOMINICK
Town President

SAM JELIC
Commissioner

TOWN OF CICERO
4949 WEST CERMAK • CICERO, ILLINOIS 60804
708.656.3600 • FAX 708.656.5801

PUBLIC WORKS DEPARTMENT
1620 SOUTH LARAMIE • CICERO, ILLINOIS 60804
708.656.1115

August 17, 2022

To: Larry Dominick – Town President
Michael Del Galdo – Town Attorney
Members of the Board of Trustees

From: Sam Jelic
Public Work Commissioner

I was asked to put together a package for a Bobcat from Atlas Bobcat, for the *Fleet Maintenance Department*, since I had done this in the past for other departments, I assumed it would not be a problem. The salesman said there was a 6 month wait, and that they had a bobcat in stock with the same equipment for less money, they accepted that offer. All the paperwork was turn in to the Clerk's Office by Fleet Maintenance Department.

Attach is a copy of the invoice and a request letter for approval.

Should you have any questions, please do not hesitate to contact me.

Thank you

Sam Jelic

March 24, 2022

To: Larry Dominick – Town President
Michael Del Galdo – Town Attorney
Members of the Board of Trustees

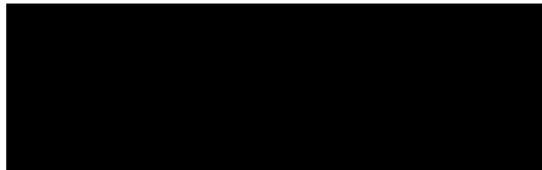
From: Dan Wolff
Director Fleet Maintenance

I am writing today to request approval for purchasing a different Bobcat in the amount of **\$61,751.00 (-\$3,000.00)** less from our previous offer. **S76 T4 Bobcat Skid Steer Loader** from Atlas Bobcat.

Attach is a copy of the invoice.

Should you have any questions, please do not hesitate to contact me.

Thank you,





Product Quotation

Quotation Number: 39887D039931
Date: 2022-03-15 16:32:55

Ship to	Bobcat Dealer	Bill To
Town of Cicero, Fleet Maintenance Attn: Dan Wolf 4949 W Cermak Rd Cicero, IL 60804 Phone: (708) 878-2487 Fax: (708) 656-0210 Email: dwolf@thetownofcicero.com	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	Town of Cicero, Fleet Maintenance Attn: Dan Wolf 4949 W Cermak Rd Cicero, IL 60804 Phone: (708) 878-2487 Fax: (708) 656-0210

Description	Part No	Qty	Price Ea.	Total
S76 T4 Bobcat Skid Steer Loader <i>B21497 Aprox 37.2 Hours</i> 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0369	1	\$49,306.00	\$49,306.00
60 Month Protection Plus (2000 Hours) P69 Performance Package Power Bob-Tach 7-Pin Attachment Control High Flow Two-Speed	9986172 M0369-P06-P69	1 1	\$0.00 \$6,114.00	\$0.00 \$6,114.00
C67 Comfort Package <i>Backup Camera</i> <i>Bobcat Telematics (GPS)</i> "Enclosed Cab with HVAC Sound Reduction Touch Display with Radio & Bluetooth	M0369-P07-C67	1	\$5,914.00	\$5,914.00
Selectable Joystick Controls Strobe Light Kit, Amber 74" Severe Duty Bucket --- Bolt-On Cutting Edge, 74"	M0369-R01-C04 7375339 7326130 6718007	1 1 1 1	\$690.00 \$350.00 \$1,982.00 \$395.00	\$690.00 \$350.00 \$1,982.00 \$395.00
Total of Items Quoted				\$64,751.00
Discount	S64/S66/S590/S76 Municipal Rebate			(\$3,000.00)

Quote Total - US dollars

\$61,751.00

Notes:

Discount per the Sourcewell - NJPA Contract #040319-CEC. Effective thru 05-31-2023

Signed Quote \$64751.00

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-342 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING SETTLEMENT AUTHORITY 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 fiscal responsibility and good stewardship of Town funds; and

WHEREAS, The Code of Ordinances of The Town of Cicero, Illinois (the “Town Code”) sets forth certain regulations related to the settlement of claims and suits involving the Town; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to amend Chapter 2, Section 2-342 of the Town Code in order to allow the Town Attorney (the “Town Attorney”) to settle claims and suits involving the Town up to an amount not to exceed Twenty Thousand and No/U.S.

Dollars without the express approval of the Corporate Authorities in order to increase efficiency and reduce legal costs for the Town;

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 preamble 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 2, Section 2-342 of the Town Code to revise the Town's regulations regarding the Town Attorney's settlement authority and to authorize the President to take any and all action necessary to effectuate the intent of this Ordinance.

**ARTICLE II.
AMENDMENT TO CHAPTER 2, SECTION 2-342 OF THE CODE OF
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS**

Section 3.00 Amendment to Chapter 2, Section 2-342.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 2, Section 2-342 which Section shall be amended as follows:

Sec. 2-342. – Powers and duties.

The corporation counsel shall:

- (1) Suits and actions: Prosecute and/or defend any and all suits or actions at law or equity to which the town may be a party, or in which it may be interested, or which may be brought against, or by, any officer of the town, or in the capacity of such persons as an officer of the town; settlement lawsuits and claims against the town, its agents and officials and employees; settle lawsuits or claims prosecuted in the name of or on behalf of the town or its officials and settle lawsuits, demands, actions at law or equity and/or claims on behalf of the town, town officials(s), town agents(s) and/or town employees(s), without the express authority of the president or the board of trustees if the settlement amount does not exceed ~~\$10,000.00~~\$20,000.00, within 30 days of any such settlement the town attorney shall report the nature and terms of the settlement to the president and the board of trustees.

...

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 amendments 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 these amendments.

**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 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.

ADOPTED this _____ day of _____, 2022, 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 _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PLAT OF SUBDIVISION FOR CERTAIN REAL
PROPERTY LOCATED AT 3300, 3302 AND 3304 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 APPROVING A PLAT OF SUBDIVISION FOR CERTAIN REAL PROPERTY LOCATED AT 3300, 3302 AND 3304 SOUTH CICERO AVENUE, CICERO, ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) owns certain real property generally located on former site of the Sportsman’s Park Racetrack in the Town which is commonly known as 3300, 3302 and 3304 South Cicero Avenue (the “Property”); and

WHEREAS, Vequity, LLC (the “Developer”) intends to purchase a portion of the Property; and

WHEREAS, the Developer intends to improve the Property with, among other things, a Portillo’s restaurant, drive through, and parking lot (collectively, the “Redevelopment Project”); and

WHEREAS, in furtherance of the Redevelopment Project, the Developer and the Town, as owner of the Property, submitted a request to the Town’s Economic Development Committee (the “Committee”) for approval of that certain plat of subdivision entitled *Final Plat of Subdivision of Cicero’s 33rd Place Commercial Subdivision* prepared by Weaver Consultants Group and dated August 4, 2022 (the “Plat”), said Plat being incorporated herein by reference and which is on file with the Town; and

WHEREAS, the Committee met on or about August 23, 2022 (the “Committee Meeting”), pursuant to proper notice, and heard testimony from Town staff regarding the Redevelopment Project and the requested approval of the Plat; and

WHEREAS, at the Committee Meeting, the Developer, and the Town provided the documentation required by Chapter 86 of The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) and by the Illinois Plat Act, 765 ILCS 205/0.01, *et seq.* (the “Act”), and provided credible evidence demonstrating that the Plat would be in compliance with the requirements set forth in the Town Code, the Act, and other applicable laws, rules, statutes and orders; and

WHEREAS, at the Committee Meeting, the Committee made a recommendation that the Town’s Board of Trustees (the “Town Board”) approve the Plat; and

WHEREAS, the Town President and the Town Board find that approval of the Plat will advance the Redevelopment Project and will therefore allow vacant, dilapidated, and unoccupied property to be improved and contribute to the Town’s tax base, will create a significant number of employment opportunities, will be in furtherance of the public health, safety, and welfare, and will otherwise be in the best interests of the Town;

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 incorporated by reference and made a part of this Ordinance as if fully set forth herein.

Section 2. Approval of the Plat. The Town Board deems it advisable and necessary for the operation of the Town and the health, safety, and welfare of the residents of the Town to approve the execution and recording of the Plat in substantially the same form as submitted to the Committee, subject to any modifications reasonably approved of or required by the Town Attorney, the Town Engineer, the Town Board or their respective designees prior to the recording of the Plat. The appropriate Town officials, employees, and independent contractors are hereby authorized and directed to take all action reasonably required to carry out and give effect to the purpose and intent of this Ordinance including, but not limited to, the execution and delivery of the Plat.

Section 3. Conditions. The Developer shall submit a final Plat, which shall be drawn on mylar, to the Town Clerk.

Section 4. Savings Clause. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect, but such suits and rights shall continue in 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 5. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed and approved this ___ day of _____, 2022.

Larry Dominick, Town President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage:

Date of Publication:

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIANCE TO ALLOW THE CONSTRUCTION OF
A DORMER ADDITION TO AN EXISTING SECOND FLOOR AT THE PROPERTY
COMMONLY KNOWN AS 3109 SOUTH 54TH 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 VARIANCE TO ALLOW THE CONSTRUCTION OF A DORMER ADDITION TO AN EXISTING SECOND FLOOR AT THE PROPERTY COMMONLY KNOWN AS 3109 SOUTH 54TH AVENUE, CICERO, ILLINOIS

WHEREAS, the property located at 3109 South 54th Avenue, Cicero, Illinois (the “Property”) is located in the R-1 zoning district in the Town of Cicero (the “Town”); and

WHEREAS, Yolanda Morales and David Morales-Garcia (the “Applicants”) seek a variance to construct a partial dormer addition on the second floor (the “Variance”) at the Property (the “Zoning Relief”); and

WHEREAS, pursuant to the Cicero Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”) the Property is a legal non-conforming use in that it is a non-standard lot as it is less than 3,500 square feet; and

WHEREAS, in light of the above, the Applicants submitted an application to the Town’s Zoning Board of Appeals (the “ZBA”) seeking the Zoning Relief so that the Applicants may construct the partial second-floor dormer at the Property; and

WHEREAS, the ZBA held a public hearing, pursuant to proper notice, on the Applicants’ request for the Zoning Relief (the “Hearing”); and

WHEREAS, based on the testimony given at the Hearing, the ZBA made certain findings of fact and conclusions with respect to the Zoning Relief and made a recommendation to the Town Board that the Zoning Relief be granted subject to the conditions stated therein (collectively, the “Findings and Recommendation”); and

WHEREAS, a copy of the Findings and Recommendation is attached hereto as Exhibit A and is incorporated herein by reference as if set forth in full; and

WHEREAS, the Town Board has determined that granting the Zoning Relief will not negatively alter the essential character of the locality, will not endanger the public safety, and will not be detrimental to the public welfare or injurious to other property or improvements;

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. Recognition of Legal Non-Conforming Use. The Property is hereby recognized as a legal non-conforming use as it is a non-standard lot as it is less than 3,500 square feet.

Section 3. Grant of Zoning Relief; Conditions. The Findings and Recommendation are hereby adopted. The Town Board concurs with the Findings and Recommendation and, in accordance with the findings and conclusions stated therein, hereby grants the Zoning Relief and allows for the Variance at the Property, subject to the conditions specified by the ZBA and set forth in the Findings and Recommendation.

Section 4. 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 5. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed this _____ day of _____, 2022.

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: 3109 South 54th Avenue, Cicero, Illinois (the “Subject Property”)

GRANT OF VARIANCE

On August 10, 2022, the Zoning Board of Appeals (the “ZBA”) of the Town of Cicero (the “Town”) recommended granting an application seeking a variance to construct a dormer on the second floor in an R-1 Zoning District, subject to certain conditions as stated herein, based on the following:

1. Yolanda Morales and David Morales-Garcia (the “Applicants”) seek a variance to allow for the construction of a dormer addition on the second floor (the “Proposed Use”) at the Subject Property, which is located in the R-1 zoning district; and
2. Pursuant to the Town’s Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”), the Subject Property is a non-standard lot as it is less than 3,500 square feet; and
3. Accordingly, the Applicant submitted a request to the Town seeking a variance (the “Zoning Relief”) at the site of the Subject Property to construct the requested dormer upon the Subject Property; and
4. In accordance with the Illinois Compiled Statutes and the Zoning Ordinance, notice of the public hearing regarding the Applicant’s requested Zoning Relief (the “Hearing”) was published in one or more newspapers published in the Town; and
5. The hearing was held on August 10, 2022 (the “Hearing”), and at said Hearing the Applicants provided credible evidence establishing that, and the ZBA found that: (a) the Applicants intend to add a dormer to an already existing second floor to add bedroom space in accordance with the plans submitted; (b) the Applicants testified that they intend to reside at the Subject Property with their family; and (c) the dormer will be constructed with exterior siding that will match the existing structure.
6. The Applicants were informed that due to the legal non-conforming status of the Subject Property, the dormer addition must be constructed with siding material that matches the existing structure or brick construction. The Applicants testified credibly and agreed that to the following condition (the “Condition”): (a) the Applicants acknowledged and understood that if the requested Zoning Relief was approved, the dormer must be constructed with either siding material that matches the existing structure or with brick construction as the Subject Property is a non-standard lot.
7. In light of the above, the ZBA 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. The ZBA further found that literal enforcement thereof would do manifest injustice or would be contrary to the spirit and purpose of this article or the public interest, and as such, Zoning Relief should be granted.

CONCLUSION; CONDITIONS

The Applicant provided evidence that the requested Zoning Relief would comply with the requirements set forth in the Zoning Ordinance subject to the Conditions stated above. Further, the ZBA hereby recognizes the legal nonconformity related to the non-standard lot as detailed above. The Zoning Relief will not alter the essential character of the area nor negatively impact neighboring property values. Based on the foregoing, the ZBA recommends granting the Zoning Relief to recognize the previously unrecognized legal non-conforming nature of the Subject Property and further recommends granting the Zoning Relief subject to the Conditions stated herein.

Jessica Jaramillo, Chair

RESOLUTION APPROVING THE 2023 HOLIDAY SCHEDULE

(ADMINISTRATIVE FACILITIES OPEN FOR A FOUR DAY WORK WEEK)

WHEREAS, it is in the best interest of the Town of Cicero to schedule the dates the Town Hall will be closed during the year 2023;

NOW, THEREFORE, It Is Hereby Resolved by the President and Board of Trustees of the Town of Cicero that the Cicero Town Hall will be closed on the following holidays in 2023:

January 2nd	New Year's Day (Observed)
January 16th	Martin Luther King Jr.'s Birthday
February 20th	Presidents' Day
March 6th	Pulaski Day
April 6th	Easter Holiday (Observed)
May 29th	Memorial Day
June 19th	Juneteenth
July 4th	Independence Day
September 4th	Labor Day
October 9th	Columbus Day
November 13th	Veteran's Day (Observed)
November 23rd	Thanksgiving Day
December 21st	Christmas Eve (Observed)
December 25th	Christmas Day
December 28th	New Year's Eve (Observed)

Larry Dominick, Town President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage: _____ 71

Date of Publication: _____

RESOLUTION APPROVING THE 2023 HOLIDAY SCHEDULE

(ADMINISTRATIVE FACILITIES OPEN FOR A FIVE DAY WORK WEEK)

WHEREAS, it is in the best interest of the Town of Cicero to schedule the dates the Town Hall will be closed during the year 2023;

NOW, THEREFORE, It Is Hereby Resolved by the President and Board of Trustees of the Town of Cicero that the Cicero Town Hall will be closed on the following holidays in 2023:

January 2nd	New Year's Day (Observed)
January 16th	Martin Luther King Jr. 's Birthday
February 20th	Presidents' Day
March 6th	Pulaski Day
April 7th	Easter Holiday
May 29th	Memorial Day
June 19th	Juneteenth
July 4th	Independence Day
September 4th	Labor Day
October 9th	Columbus Day
November 10th	Veteran's Day (Observed)
November 23rd	Thanksgiving Day
December 22nd	Christmas Eve (Observed)
December 25th	Christmas Day
December 29th	New Year's Eve (Observed)

Larry Dominick, Town President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage: _____ 72

Date of Publication: _____

RESOLUTION NO. _____

A RESOLUTION SETTING HALLOWEEN TRICK OR TREAT HOURS

WHEREAS, it is in the best interest of the health and safety of the children of Cicero that certain hours be designated trick or treat hours; and

WHEREAS, the time between 12:00 PM (Noon) and 4 PM on October 31 is the most desirable time for trick or treat; and

WHEREAS, at the time of this resolution no State of Illinois Executive Order exist to prohibit the time honored tradition, it is in the best interest of the health and general welfare of all Cicero residents, during a pandemic, that all CDC guidelines are strictly adhere to and that the wishes of others, if posted, are respected; and

NOW, THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Town of Cicero, in the exercise of its home rule powers that:

The hours between 12:00 PM (Noon) and 4 PM on October 31 are hereby designated as Halloween trick or treat hours in the Town of Cicero;

Those Residents, who wish not to participate in this years' time honored tradition due to the pandemic, are encouraged to post a sign stating such;

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

Larry Dominick, Town President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage: _____

RESOLUTION IN SUPPORT OF THE WORKERS' RIGHTS AMENDMENT

WHEREAS, on the November 8th General Election ballot, the proposed Workers' Rights Amendment to the Illinois Constitution will be presented to voters for consideration;

WHEREAS, the amendment would give constitutional protection to the existing right of Illinois workers to organize and bargain collectively through representatives of their own choosing for the purpose of negotiating wages, hours, and working conditions;

WHEREAS, Illinois is a pinnacle of the American Labor Movement with a deep labor history and strong union support to this day;

WHEREAS, there has been a concerted effort by corporate interests and some political figures to silence working Americans through relentless attacks on collective bargaining rights and labor unions throughout the country;

WHEREAS, all workers should be able to speak out about unsafe conditions without fear of getting fired if they point out shoddy construction or a hospital that is cutting corners on patient care;

WHEREAS, the Workers' Rights Amendment would protect all of Illinois first responders and front line workers so that they can continue to keep us safe;

WHEREAS, according to Gallup public opinion research, public approval of unions is at its highest level in six decades, with nearly 70% of Americans supporting the right of workers to organize;

WHEREAS, new research published by the Project for Middle Class Renewal at the University of Illinois finds that guaranteeing Illinois workers the fundamental right to collective bargaining would boost wages and improve working conditions for all workers, whether they are union members or not;

WHEREAS, our communities and small businesses benefit when workers can join together for good paying jobs;

WHEREAS, we believe the Worker's Rights Amendment is long overdue and is in the best interests of Illinois' workers, businesses, and the economy as a whole;

THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois that we affirm our support for the Workers' Rights Amendment to be voted upon in the General Election on November 8, 2022.

ADOPTED this _____ day of _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

RESOLUTION NO. _____

A RESOLUTION REVISING RESOLUTION 102-22 TO CORRECT A SCRIVENER'S ERROR REGARDING PROVIDING THAT THE REFERENDUM SPECIFICATIONS SHALL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION AND MAILED TO REGISTERED VOTERS RATHER THAN APPEARING DIRECTLY ON THE BALLOT 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 6(f) of the 1970 Illinois Constitution further provides that a home rule municipality shall have the power to provide for its officers, their manner of selection, and terms of office only as approved by referendum or as otherwise authorized by law; and

WHEREAS, on June 28, 2022, the Corporate Authorities approved Resolution No. 75-22 to place a binding referendum question regarding write-in candidacies on the ballot for the upcoming November 8, 2022 election (the "Election"); and

WHEREAS, since the passage of Resolution No. 75-22, the Cook County Clerk's Office determined that the question and specifications contemplated in Resolution No. 75-22

would substantially increase the ballot size and costs to Cook County and its taxpayers related to the creation of the ballot; and

WHEREAS, in order to ensure that all registered voters are aware of the specifications in the referendum contemplated in Resolution No. 75-22, the Corporate Authorities approved Resolution No. 102-22 which provided that the Cook County Clerk, at her sole cost and expense, would publish the specifications in a newspaper of general circulation within the Town of Cicero as provided for under Article 28 of the Illinois Election Code, and mail pamphlets with the specifications to all registered voters within the Town no later than ten (10) calendar days before the date of the election on November 8, 2022; and

WHEREAS, the referendum question requires a slight modification to provide that the specification will be published and not attached to the ballot; and

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Town of Cicero, Cook County, Illinois in the exercise of Cicero's home rule powers as follows:

SECTION 1: Provisions of Constitution and the Municipal Code.

Pursuant to the 1970 Illinois Constitution, Article VII, Section 6(f), the following binding question shall appear on the November 8, 2022 General Election ballot:

Shall ballots cast for write-in candidates for President, Clerk, Supervisor, Assessor, Collector, and Trustees of the Town of Cicero be counted at the Town's nonpartisan primary elections subject to the published specifications?

SECTION 2: Specifications to be Published in a Newspaper of General Circulation within the Town and Pamphlets Shall Be Sent to All Registered Voters.

The following specifications shall be published by the Cook County Clerk, at her sole cost and expense, in a newspaper of general circulation within the Town of Cicero and

additional pamphlet style notices shall be mailed by the Cook County Clerk to all registered voters within the Town of Cicero. These specifications shall govern the appropriate authorities, officers, and persons should the proposition be approved by a majority of the electors in the Town voting on the question:

Votes for write-in candidates seeking election to the offices of President, Clerk, Supervisor, Assessor, Collector, and Trustees shall only be counted if the following conditions are met:

- A. The potential write-in candidate must file nomination papers as detailed below requesting that any write-in votes cast for said write-in candidate be counted for the election at which they seek election. By virtue of the Town of Cicero's unique system of elections, write-in candidacies shall only be allowed at primary elections.
- B. All write-in candidates for Town of Cicero elected offices must submit a write-in candidacy request subject to the requirements here-in. The form of the write-in candidacy request shall be as follows:

WRITE-IN CANDIDACY REQUEST FOR
TOWN OF CICERO ELECTED OFFICE

We, the undersigned, qualified electors of the Town of Cicero, in the County of Cook, State of Illinois, do hereby request that the following named person shall be a write-in candidate for the office of _____, to be voted for at the _____ (primary election) to be held on (insert date).

- C. The write-in candidacy request shall be signed in the aggregate by not less than 5%, nor more than 8% (or 50 more than the minimum, whichever is greater) of the number of ballots cast at the last preceding regular election in the Town of Cicero where Town of Cicero officers were elected, however, all said requests must contain a minimum of fifty (50) signatures signed by qualified electors of the Town of Cicero.
- D. The signers of the write-in candidacy request must state their name and address, including the identity of the municipality, the county, and the state in which the signer resides. The signature of the signer must be in the signer's own proper person. No one else can sign a write-in candidacy request on behalf of another, including but not limited to, a spouse signing for the other spouse and a parent signing for a child or

vice versa.

- E. At the bottom of each sheet of such write-in candidacy request shall be added a circulator statement, commonly referred to as the “circulator’s affidavit”, signed by a person 18 years of age or older who is a citizen of the United States, stating that person’s street address or rural route number, as the case may be, as well as the county, city, village or town, and state; and certifying that the signatures on that sheet of the write-in candidacy request were signed in his or her presence and certifying that the signatures are genuine; and either (1) indicating the dates on which that sheet was circulated, or (2) indicating the first and last dates on which the sheet was circulated, or (3) certifying that none of the signatures on the sheet were signed more than 70 days preceding the last day for the filing of the write-in candidacy request and certifying that to the best of his or her knowledge and belief the persons so signing were at the time of signing the write-in candidacy request qualified voters of the Town of Cicero. Such statement shall be sworn to before some officer authorized to administer oaths in this State. In substantial part, the circulator’s oath shall be as follows:

I,, do hereby certify that I reside at No. street, in the of, county of, and State of, that I am 18 years of age or older, that I am a citizen of the United States, and that the signatures on this sheet were signed in my presence, and are genuine, and that to the best of my knowledge and belief the persons so signing were at the time of signing the write-in candidacy request qualified voters of the Town of Cicero, County of Cook, State of Illinois, and that their respective residences are correctly stated, as above set forth.

.....
Subscribed and sworn to before me on
(insert date).
.....

- F. There may only be one person circulating each individual write-in candidacy request. Co-circulation is strictly prohibited.
- G. The write-in candidacy request must identify the name and address of the proposed write-in candidate and shall state that the proposed write-in candidate is a qualified elector of the Town of Cicero, and possesses the proper qualifications, where required by law.
- H. Each write-in candidacy request shall only have one (1) candidate and any such requests submitted with multiple candidates must be rejected.
- I. Each sheet of the write-in candidacy request other than the statement of

candidacy and candidate's statement shall be of uniform size and shall contain above the space for signatures an appropriate heading giving the information as to name of candidate, in whose behalf such write-in candidacy request is signed; the office and place of residence, as detailed above; and the heading of each sheet shall be the same.

- J. All signers of the write-in candidacy request must sign in their own proper person.
- K. No write-in candidacy request sheet shall be circulated more than 70 days preceding the last day provided in Section L herein.
- L. Write-in candidacy requests of potential write-in candidates shall be filed with the Town Clerk not more than 91 days and not less than 85 days prior to the date of the primary. The Town Clerk's office shall not accept any filings made after 5 p.m. on the last day of filing, unless the person making the filing was in line to file before 5 p.m. on the last day of filing.
- M. Signatures may be stricken from the write-in candidacy request sheets in the manner provided in Section 7-10 of the Illinois Election Code (10 ILCS 5/7-10).
- N. Write-in candidacy request sheets shall be securely and neatly fastened together, in book form, by placing the sheets in a pile and fastening them together at one edge in a secure and suitable manner, and the sheets shall be then numbered consecutively. The sheets shall not be fastened by pasting them together end to end, so as to form a continuous strip or roll.
- O. The write-in candidacy request sheets filed with the Town Clerk must be the original write-in candidacy request bearing the original signatures of the signers and the circulators.
- P. Each write-in candidacy request must include as a part thereof, a statement of candidacy for each of the candidates filing, or in whose behalf the write-in candidacy request is filed.
- Q. The statement of candidacy shall state (1) the address of such candidate, (2) the office for which he or she is a candidate, (3) that the candidate is a qualified elector and is qualified for the office specified, (4) that he or she has filed (or will file before the close of the write-in candidacy request filing period) a statement of economic interests as required by the Illinois Governmental Ethics Act, and (5) that the candidate requests that any write-in ballots cast for him or her be counted. The statement of candidacy shall be subscribed and sworn to by such candidate before

some officer authorized to take acknowledgment of deeds in the State.

- R. For any office that requires a special certification, license, diplomas, or other qualification, the write-in candidate must include with and attach to the write-in candidacy request proof of said certification, license, or qualification.
- S. Write-in candidacy requests are not valid if the candidate named therein fails to file a statement of economic interests as required by the Illinois Governmental Ethics Act in relation to their candidacy with the Cook County Clerk by the end of the period for the filing of nomination papers unless they have filed a statement of economic interests in relation to the Town of Cicero with the Cook County Clerk during the same calendar year as the year in which such write-in candidacy request papers were filed. The write-in candidate must file with and securely attach to their write-in candidacy request papers a receipt from the Cook County Clerk showing the date on which such statement was filed.
- T. In addition to filing a write-in candidacy request with the Town Clerk, the requesting write-in candidate must also file a notarized declaration of intent to be a write in candidate with the Cook County Clerk's office no later than 85 days before the election and it shall be on the form provided by the Cook County Clerk's office and a copy of this form shall also be filed with the Town Clerk. If objections are made and sustain against the write-in candidate's request, the candidate shall not be allowed to run as a write-in candidate for Town of Cicero elected offices.
- U. Any challenges or objections to an individual's write-in candidacy request shall be made in accordance with Section 10-8 through 10-10.1 of the Illinois Election Code (10 ILCS 10-8 through 10 ILCS 10-10.1). Said challenges or objections shall be filed with the Town Clerk and a copy shall also be sent to the Cook County Clerk, Elections Division.

SECTION 3. **Publication of Notice.**

Notice of said Election (the "Notice") and the referendum shall be given in accordance with Article 12 of the Election Code by the election authority. (10 ILCS 5/12-1, *et seq.*)

SECTION 4. **Posting Notice.**

The Town Clerk shall also post a copy of the Notice at the principal office of the Town prior to the date of the Election in a timely manner in accordance with Section 12-5 of the Election Code. (10 ILCS 5/12-5)

SECTION 5. **Specimen Ballot.**

When an electronic voting system is used at the Election, the election authority shall cause a true and legible copy of the specimen ballot label to be used at the Election to be published and made available for public distribution, and to be supplied to the judges of said Election for posting in the polling places on the day of the Election, as required by Section 24A-18 of the Election Code (10 ILCS 5/24A-18).

SECTION 6. **Newspaper Publication.**

The Town President and Board of Trustees of the Town of Cicero find and determine that the Lawndale News and El Dia are local community newspapers having general circulation in the Town, as required by Section 12-5 of the Election Code (10 ILCS 5/12-5).

SECTION 7. **Conduct of Election.**

Said Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and the time provided by state law. The advisory proposition hereinafter set forth be submitted to the voters of the Town at the General Election to be held on Tuesday, the 8th day of November, 2022, between the hours of 6:00 o'clock A.M. and 7:00 o'clock P.M. on said day, unless the hours of election are otherwise extended by court order or by order of the applicable election authority. That the Election shall be held in the voting precincts and at the polling places established by the Cook County Clerk (the "County Clerk") for voters of the

Town at the Election. Pamphlets with the specifications shall be made available by the Cook County Clerk at all polling places within the Town.

SECTION 8. Publication of Notice.

The Notice published by the County Clerk, at her sole cost and expense, in a community newspaper having general circulation in the Town, shall be in substantially the following form:

“NOTICE IS HEREBY GIVEN that at the General Election to be held on Tuesday, November 8, 2022, the following advisory proposition shall be submitted to the voters of the Town of Cicero, Cook County, Illinois:

Shall ballots cast for write-in candidates for President, Clerk, Supervisor, Assessor, Collector, and Trustees of the Town of Cicero be counted at the Town’s nonpartisan primary elections subject to the specifications published?

SPECIFICATIONS:

Votes for write-in candidates seeking election to the offices of President, Clerk, Supervisor, Assessor, Collector, and Trustees shall only be counted if the following conditions are met:

A. The potential write-in candidate must file nomination papers as detailed below requesting that any write-in votes cast for said write-in candidate be counted for the election at which they seek election. By virtue of the Town of Cicero’s unique system of elections, write-in candidacies shall only be allowed at primary elections.

B. All write-in candidates for Town of Cicero elected offices must submit a write-in candidacy request subject to the requirements here-in. The form of the write-in candidacy request shall be as follows:

WRITE-IN CANDIDACY REQUEST FOR
TOWN OF CICERO ELECTED OFFICE

We, the undersigned, qualified electors of the Town of Cicero, in the County of Cook, State of Illinois, do hereby request that the following named person shall be a write-in candidate for the office of _____, to be voted for at the _____ (primary election) to be held on (insert date).

C. The write-in candidacy request shall be signed in the aggregate by not less than 5%, nor more than 8% (or 50 more than the minimum, whichever is greater) of the number of ballots cast at the last preceding regular election in the Town of Cicero where Town of Cicero officers were elected, however, all said

requests must contain a minimum of fifty (50) signatures signed by qualified electors of the Town of Cicero.

D. The signers of the write-in candidacy request must state their name and address, including the identity of the municipality, the county, and the state in which the signer resides. The signature of the signer must be in the signer's own proper person. No one else can sign a write-in candidacy request on behalf of another, including but not limited to, a spouse signing for the other spouse and a parent signing for a child or vice versa.

E. At the bottom of each sheet of such write-in candidacy request shall be added a circulator statement, commonly referred to as the "circulator's affidavit", signed by a person 18 years of age or older who is a citizen of the United States, stating that person's street address or rural route number, as the case may be, as well as the county, city, village or town, and state; and certifying that the signatures on that sheet of the write-in candidacy request were signed in his or her presence and certifying that the signatures are genuine; and either (1) indicating the dates on which that sheet was circulated, or (2) indicating the first and last dates on which the sheet was circulated, or (3) certifying that none of the signatures on the sheet were signed more than 70 days preceding the last day for the filing of the write-in candidacy request and certifying that to the best of his or her knowledge and belief the persons so signing were at the time of signing the write-in candidacy request qualified voters of the Town of Cicero. Such statement shall be sworn to before some officer authorized to administer oaths in this State. In substantial part, the circulator's oath shall be as follows:

I,, do hereby certify that I reside at No. street, in the of, county of, and State of, that I am 18 years of age or older, that I am a citizen of the United States, and that the signatures on this sheet were signed in my presence, and are genuine, and that to the best of my knowledge and belief the persons so signing were at the time of signing the write-in candidacy request qualified voters of the Town of Cicero, County of Cook, State of Illinois, and that their respective residences are correctly stated, as above set forth.

.....
Subscribed and sworn to before me on (insert date).
.....

F. There may only be one person circulating each individual write-in candidacy request. Co-circulation is strictly prohibited.

G. The write-in candidacy request must identify the name and address of the proposed write-in candidate and shall state that the proposed write-in candidate is a qualified elector of the Town of Cicero, and possesses the proper qualifications, where required by law.

H. Each write-in candidacy request shall only have one (1) candidate and any such requests submitted with multiple candidates must be rejected.

I. Each sheet of the write-in candidacy request other than the statement of candidacy and candidate's statement shall be of uniform size and shall contain above the space for signatures an appropriate heading giving the information as to name of candidate, in whose behalf such write-in candidacy request is signed; the office and place of residence, as detailed above; and the heading of each sheet shall be the same.

J. All signers of the write-in candidacy request must sign in their own proper person.

K. No write-in candidacy request sheet shall be circulated more than 70 days preceding the last day provided in Section L herein.

L. Write-in candidacy requests of potential write-in candidates shall be filed with the Town Clerk not more than 91 days and not less than 85 days prior to the date of the primary. The Town Clerk's office shall not accept any filings made after 5 p.m. on the last day of filing, unless the person making the filing was in line to file before 5 p.m. on the last day of filing.

M. Signatures may be stricken from the write-in candidacy request sheets in the manner provided in Section 7-10 of the Illinois Election Code (10 ILCS 5/7-10).

N. Write-in candidacy request sheets shall be securely and neatly fastened together, in book form, by placing the sheets in a pile and fastening them together at one edge in a secure and suitable manner, and the sheets shall be then numbered consecutively. The sheets shall not be fastened by pasting them together end to end, so as to form a continuous strip or roll.

O. The write-in candidacy request sheets filed with the Town Clerk must be the original write-in candidacy request bearing the original signatures of the signers and the circulators.

P. Each write-in candidacy request must include as a part thereof, a statement of candidacy for each of the candidates filing, or in whose behalf the write-in candidacy request is filed.

Q. The statement of candidacy shall state (1) the address of such candidate, (2) the office for which he or she is a candidate, (3) that the candidate is a qualified elector and is qualified for the office specified, (4) that he or she has filed (or will file before the close of the write-in candidacy request filing period) a statement of economic interests as required by the Illinois Governmental

Ethics Act, and (5) that the candidate requests that any write-in ballots cast for him or her be counted. The statement of candidacy shall be subscribed and sworn to by such candidate before some officer authorized to take acknowledgment of deeds in the State.

R. For any office that requires a special certification, license, diplomas, or other qualification, the write-in candidate must include with and attach to the write-in candidacy request proof of said certification, license, or qualification.

S. Write-in candidacy requests are not valid if the candidate named therein fails to file a statement of economic interests as required by the Illinois Governmental Ethics Act in relation to their candidacy with the Cook County Clerk by the end of the period for the filing of nomination papers unless they have filed a statement of economic interests in relation to the Town of Cicero with the Cook County Clerk during the same calendar year as the year in which such write-in candidacy request papers were filed. The write-in candidate must file with and securely attach to their write-in candidacy request papers a receipt from the Cook County Clerk showing the date on which such statement was filed.

T. In addition to filing a write-in candidacy request with the Town Clerk, the requesting write-in candidate must also file a notarized declaration of intent to be a write in candidate with the Cook County Clerk's office no later than 85 days before the election and it shall be on the form provided by the Cook County Clerk's office and a copy of this form shall also be filed with the Town Clerk. If objections are made and sustain against the write-in candidate's request, the candidate shall not be allowed to run as a write-in candidate for Town of Cicero elected offices.

U. Any challenges or objections to an individual's write-in candidacy request shall be made in accordance with Section 10-8 through 10-10.1 of the Illinois Election Code (10 ILCS 10-8 through 10 ILCS 10-10.1). Said challenges or objections shall be filed with the Town Clerk and a copy shall also be sent to the Cook County Clerk, Elections Division.

The polls at said election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day, unless the hours of election are otherwise extended by court order or by order of the applicable election authority.

Dated this _____ day of _____, 20__.

/s/ Karen Yarbrough, Cook County Clerk, Illinois”

SECTION 9: Savings Clause.

If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity thereof shall not effect any of the other provisions of this Resolution.

SECTION 10: Conflicts.

All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 11: Effective Date.

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

**[THE REMAINDER OF THIS SPACE INTENTIONALLY
LEFT BLANK.]**

ADOPTED this _____ day of _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

CERTIFICATION

I, Maria Punzo Arias, do hereby certify that I am the duly qualified and elected Clerk of the Town of Cicero, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Town of Cicero, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Resolution No. _____ entitled “A RESOLUTION REVISING RESOLUTION 102-22 TO CORRECT A SCRIVENER’S ERROR REGARDING PROVIDING THAT THE REFERENDUM SPECIFICATIONS SHALL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION AND MAILED TO REGISTERED VOTERS RATHER THAN APPEARING DIRECTLY ON THE BALLOT FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.”

adopted and approved by the President and Board of Trustees of the Town of Cicero, Illinois on _____, 2022.

In witness whereof, I have hereunto affixed my hand and the Corporate Seal of the Town of Cicero, Cook County, Illinois this ____ day of _____, 2022.

Maria Punzo-Arias
Town Clerk
Town of Cicero
Cook County, Illinois

(SEAL)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN ANNUAL ACTION PLAN FOR PROGRAM YEAR 2022 TO COMPLY WITH THE REQUIREMENTS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM OFFERED THROUGH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 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 federal government of the United States of America established the Community Development Block Grant Program (the “Program”) to be administered by the Office of Community Planning and Development of the Department of Housing and Urban Development (“HUD”); and

WHEREAS, through the Program, bodies of local government can seek financial assistance from the federal government in the form of block grants to fund pre-approved programs and projects in the community with the ultimate goals of improving community housing levels, ensuring that residents of local communities are provided suitable living environments, and attempting to expand economic opportunities for persons of extremely low, low, and moderate income levels; and

WHEREAS, the Town previously agreed to participate in the Program and has previously received funding from the federal government under the Program; and

WHEREAS, to remain eligible for the Program and apply for the funds offered through the Program, the Town must present an annual action plan to HUD; and

WHEREAS, the Town's annual action plan for Program Year 2022 (the "Plan") is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Plan must be approved by the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities"); and

WHEREAS, the Corporate Authorities previously approved the Plan as set forth in Resolution No. 93-22, passed and approved on July 26, 2022; and

WHEREAS, thereafter, the Town, in order to comply with HUD requirements, republished the public notice of the hearing for the Plan, and now desires to submit the Plan and updated application materials, including the public notice, to HUD for approval; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town and its residents to approve the Plan to ensure the Town's continued participation in the Program;

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 and approve the Plan, to take all steps necessary to ensure the Town's continued participation in the Program, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Corporate Authorities hereby authorize the Plan, and the Town Board hereby authorizes and directs the President to approve the Plan and ratifies any previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President or his designee to execute any applicable documents, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney, to ensure the Town's continued participation in the Program. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation that 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. The Town Clerk or her designee is further directed to cause the filing of a certified copy of this Resolution with HUD or any other required persons and/or

entities and to take any and all necessary steps so as to ensure the Town's continued participation in the Program.

**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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



TOWN OF CICERO

Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

MEMORANDUM

TO: Honorable Larry Dominick, Town President
Michael Del Galdo, Town Attorney

FROM: Tom M. Tomschin, Executive Director *TMT*

DATE: September 6, 2022

RE: Community Development Block Grant Program Annual Action Plan

The Cicero Town Board of Trustees approved the Community Development Block Grant Program Annual Action Plan for Program Year 2022 at their Regular Meeting on July 26th. The Town of Cicero Department of Housing was notified by our HUD Representative on July 25th that the Public Notice, as published would not be accepted, as the notice did not have specific language specifically identifying the public comment period. While we were in compliance with our public participation plan, and did have 30 days provided for public comment, the plan would be disapproved.

By statute, the Town of Cicero must submit their Annual Action Plan by August 15 of each year to qualify for CDBG/ESG funding. We submitted our plan prior to August 15, and on August 23, were formally notified of its disapproval, and were instructed to republish a revised Public Notice, be in compliance with our Citizen Participation Plan, and to respond within 45 days of the letter. Since we were aware of the issue with the original public notice we were proactive and republished on July 28th, with updated language clearly stating a 30 day public comment period.

On August 29, we held our second public hearing on the PY2022 Annual Action Plan. No comments were received during the comment period, or at the Public Hearing. **There have been no changes made to the original plan projects, activities, and budgets as submitted and approved.** The plan has been updated to only include new information on the updated public notice and second public hearing.

The process for the AAP is to outline funding sources that will be allocated to organizations, projects, and administrative costs during PY22. The Department of Housing has re-advertised the AAP for a 30 day comment period, and held a public hearing on August 29th in compliance with our Citizen Participation Plan, and per HUD's required remedy to disapproval.

Enclosed you will find:

- Disapproval Letter from HUD dated 8/23/2022
- Documentation on 2nd Public Notice/Hearing
- Documentation on Original Public Notice/Hearing
- Updated Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) for Program Year 2022 (PY22) (10/1/2022 – 9/30/2023)*.
- A summary of our PY2022 Budget is below:

Project	Budget
Administration	\$ 330,561.00
Housing Rehabilitation Program	\$ 550,000.00
Lead Hazard Reduction	\$ 75,000.00
Public Services	\$ 220,000.00
Public Facilities	\$ 494,000.00
Total PY2021 CDBG Allocation	\$ 1,764,849.00

PY 2021 ESG Funding	
Town of Cicero Admin	\$2,000.00
Housing Forward	\$73,250.00
Bed's Plus	\$70,000.00
Total Funded	\$145,250.00

PY 2022 ESG Funding	
Town of Cicero Admin	\$2,354.00
Housing Forward	\$50,000.00
Bed's Plus	\$50,000.00
CEDA	\$46,000.00
Total Funded	\$148,354.00

I request this updated AAP be placed on the Town Board of Trustee agenda on September 13, and fully recommend approval to further the goals of the Town of Cicero and the Department of Housing.

I thank you in advance for your continued support of the Department of Housings programs and activities. Should you have any questions, concerns, or require additional information, please feel free to contact me directly.

At your service,

TMT

*Please note – for ESG, PY2021 funds are also being obligated during PY2022

CERTIFICATION OF PUBLICATION
CASE NO.:

Page 8-LAWNDALE Bilingual News-Thursday, July 28, 2022

TOWN OF CICERO
ANNUAL ACTION PLAN YEAR 2022



TOWN OF CICERO
Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

Public Notice

Town of Cicero - President Larry Dominick
Annual Action Plan Year 2022
(October 1, 2022 - September 30, 2023)

The Town of Cicero, in compliance with Title I of the National Affordable Housing Act of 1990 is drafting its Annual Action Plan for Program Year 2022 for the Community Development Block Grant Program (CDBG) and Emergency Solutions Grant Program (ESG). The plan will serve as a guideline for expenditures of federal funds during Program Year 2022. A draft copy of the plan will be available for a 30-day public comment period beginning July 28, 2022 and ending on August 28, 2022.

The plan can be viewed at the following locations:

The Town of Cicero - President's Office
4949 W Cermak Road
Cicero, IL 60804

The Town of Cicero - Public Safety Building
5410 W 34th Street
Cicero, Illinois 60804

The Town of Cicero - Public Library
5225 W Cermak Road
Cicero, Illinois 60804

The Town of Cicero - Department of Housing
1634 S Laramie Avenue
Cicero, IL 60804

The Plan will also be available on-line at:
www.townofcicero.com
(Click on Housing Department)

A public hearing to accept in person or drop-off comments will be held on Monday, August 29, 2022 at 1 PM at The Town of Cicero Community Center (2250 S 49th Avenue, Cicero, IL 60804). For further information contact The Department of Housing at (708) 656-8223.



The Town of Cicero is an Equal Opportunity Employer
The Town of Cicero does not discriminate on the basis of disability.
This information will be made available in an alternative accessible format upon request.

_____ does hereby certify

News is a secular newspaper that
WEEKLY in the city of Chicago,
State of Illinois, continuously or more
often than once a week, from the
first date of publication of
this notice to the first date of publication of
the next notice, that it is a newspaper as defined
in the law in relation to notices," as
provided in the Illinois Compiled Statutes, (715 ILCS 5/1 &
5/2) and the notice appended was published in
Lawndale News on

07/28/22

(Date of Publication)

(Date of Publication)

(Date of Publication)

_____, the undersigned has caused this
notice to be published and its corporate seal affixed

(Date of Publication) 07/28/22

E NEWS

By _____

OFFICIAL SEAL
PILAR R DAZZO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/18/22



TOWN OF CICERO
Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

PY2022 Annual Action Plan
Public Hearing: August 29, 2022

Attendance: See Attached Sign-In Sheet

100

1:00PM public hearing began.

Executive Director Tom Tomschin stated this is a second public hearing for the Town of Cicero's Annual Action Plan for Program Year 2022. Mr. Tomschin stated a new public notice was published on July 28, 2022 in the Lawndale News, and included language to appropriately notice the required 30-day public comment period. The notice was also published on the Town of Cicero's website. The previous hearing was held on 7/12/2022.

Mr. Tomschin noted that there were no members from the public in attendance yet, and we would allow time for any to arrive.

Mr. Tomschin stated that no comments, since the last public hearing, have been received by the Town of Cicero Department of Housing.

Mr. Tomschin stated that comments received today, as well as the comments from the previous public hearing will be considered and included in the Annual Action Plan.

The Town of Cicero, after updated publication, properly noticing the 30-day comment period to view and comment on the Annual Action Plan, is in compliance with their Citizen Participation Plan.

No comments were received.

1:15PM the hearing was closed.



TOWN OF CICERO
 Department of Housing
 1634 S. Laramie Avenue
 Cicero, Illinois 60804

Larry Dominick
 TOWN PRESIDENT

PY2022 Annual Action Plan Public Hearing: August 29, 2022

Sign in Sheet

	Name	Organization	Phone Number	Email
1	Jesse Alanis	Town of Cicero	708-656-5223	jalanis@thetownofcicero.com
2	Tom Tomschin	Town of Cicero	708-656-8223	tomschin@thetownofcicero.com
3	Angela Harper	Town of Cicero	708-656-8003	aharper@thetownofcicero.com
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Community Development Block Grant Program
 Tom M Tomschin, MPA - Executive Director
 Phone 708-656-8223



TOWN OF CICERO
Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

PY2022 Annual Action Plan (AAP) Public Hearing:
August 29, 2022

Please use this sheet to write us any comments, concerns, or recommendations for this year's Annual Action Plan (AAP). Make sure to include your name, agency (if applicable), and title (if applicable). If you choose to remain anonymous, you may do so as well. Thank you for participating in this year's public hearing for the¹⁰² PY2022 Annual Action Plan.

**CERTIFICATION OF PUBLICATION
CASE NO.:**

**TOWN OF CICERO
ANNUAL ACTION PLAN YEAR 2022**

The Lawndale News does hereby certify

The said Lawndale News is a secular newspaper that has been published WEEKLY in the city of Chicago, County of Cook, State of Illinois, continuously or more than one year prior to the first date of publication of the notice appended, that it is a newspaper as defined in "An Act to revise the law in relation to notices," as amended Illinois Compiled Statutes, (715 ILCS 5/1 & 5/5) and that the notice appended was published in

103

Lawndale News on

06/12/22

(Date of Publication)

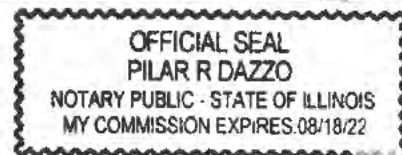
(Date of Publication)

(Date of Publication)

whereof, the undersigned has caused this to be signed and its corporate seal affixed in Illinois.

(Date) **06/12/22**

LAWNDALE NEWS



CITY OF CHICAGO COMMUNITY OF CHICAGO.

TOWN OF CICERO
Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

Public Notice

**Town of Cicero - President Larry Dominick
Annual Action Plan Year 2022
(October 1, 2022 - September 30, 2023)**

The Town of Cicero, in compliance with Title I of the National Affordable Housing Act of 1990 is drafting its Annual Action Plan for Program Year 2022 for the Community Development Block Grant Program (CDBG) and Emergency Solutions Grant Program (ESG). The plan will serve as a guideline for expenditures of federal funds during Program Year 2022. A draft copy of the plan will be available for public review beginning June 12, 2022 at the following locations:

The Town of Cicero - President's Office
4949 W Cermak Road
Cicero, IL 60804

The Town of Cicero - Public Safety Building
5410 W 34th Street
Cicero, Illinois 60804

The Town of Cicero - Public Library
5225 W Cermak Road
Cicero, Illinois 60804

The Town of Cicero - Department of Housing
1634 S Laramie Avenue
Cicero, IL 60804

The Plan will also be available on-line at:
www.thetownofcicero.com
(Click on Housing Department)

Public hearing to accept in person or drop-off comments will be held on Tuesday, July 12, 2022 at 1 PM at Town of Cicero Community Center (2250 S 49th Avenue, Cicero, IL 60804). For further information contact The Department of Housing at (708) 656-8223.



The Town of Cicero is an Equal Opportunity Employer
The Town of Cicero does not discriminate on the basis of disability.
This information will be made available in an alternative accessible format upon request.



TOWN OF CICERO
Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

PY2022 Annual Action Plan
Public Hearing: July 12, 2022

Attendance: See Attached Sign-In Sheet

104

1:18PM Hearing began

Purpose of this Public Hearing was to allow for any public comments, received verbally or in writing from Cicero residents and the general public, in regards to the proposed budget for Program Year 2022 (PY22) Annual Action Plan (AAP) as outlined in the Public Notice. (See PY22 AAP breakdown pg.4-6)

The Department of Housing is in compliance with the 30-day comment period afforded to the public, to view and comment on the PY22 Annual Action Plan, and is a requirement of the Town's Citizen Participation Plan.

Tom Tomschin (Executive Director) went through the planned budget with their respective activities.

Comments:

Anthony Grazzini (Library Trustee) speaking as a resident, expressed his gratitude to the Town for all the housing rehab programs, heating and cooling programs, and the new improvement program that are needed. It is great that these programs will help the low income residents in the community help this community be healthier.

Mr. Tomschin discussed the cooling program, and added that this is the first year that a Cooling program has been offered, where in previous years; it was only the Emergency Heat Program. The Town started an advertisement campaign for the Cooling program in May and as a result we have seen a very good demand. Based on the demand, the Town may need to increase funding for these safety net programs in the future. The Program is part of the PY2022 AAP.

Mario Martinez (Director of Day & Employment Programs with Community Support Services) asked if the Lead Hazard is a long term program – meaning it will take years and years to address lead hazards in homes.

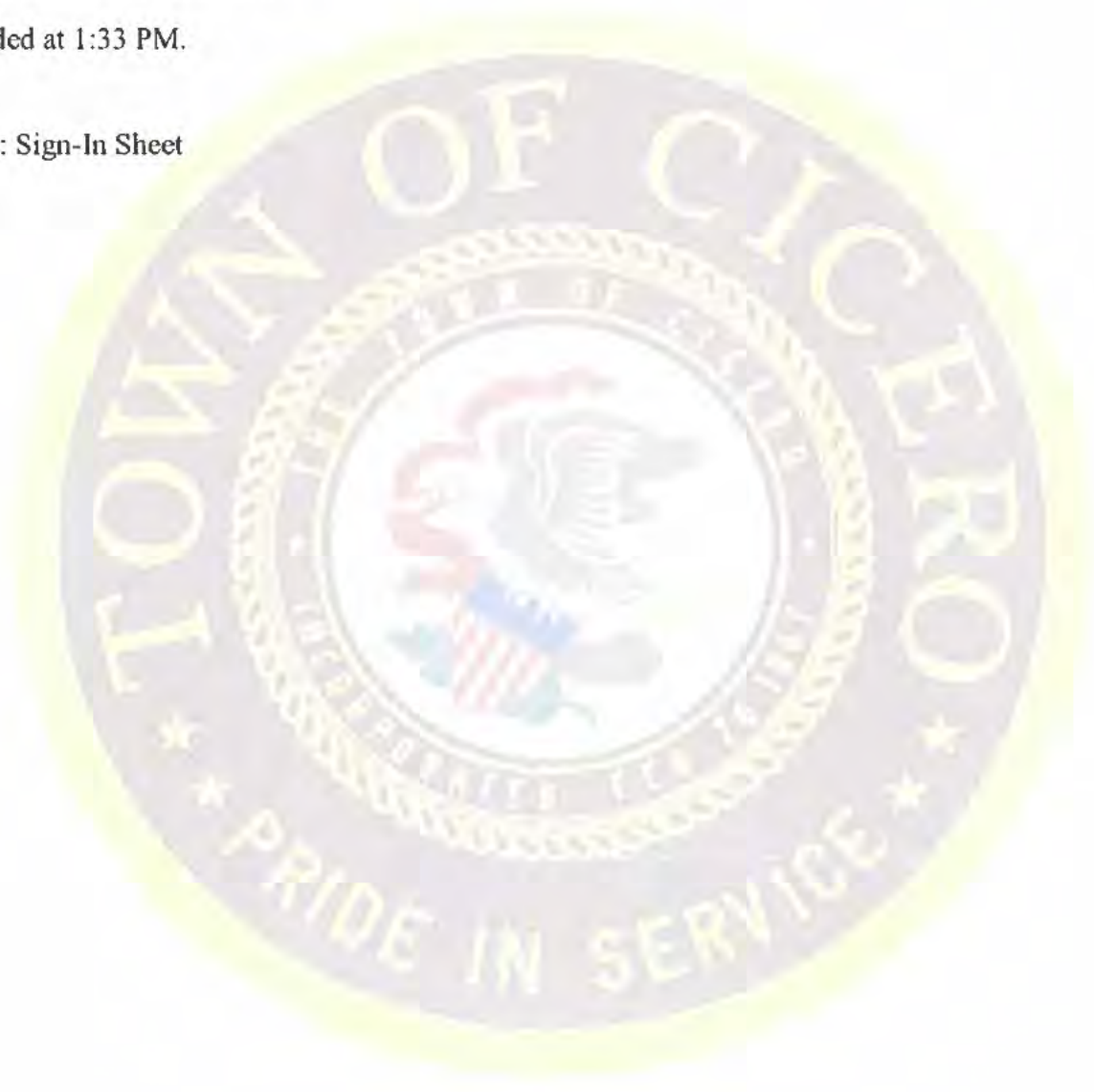
Mr. Tomschin answered that the majority of the homes in Cicero were built before lead paint got banned but the number is going down and will keep going down, especially since many people lost their homes (during the

housing market bubble) and developers came in and started gut rehabbing them. He expects that the Home Improvement program will help identify and remediate the hazards for many residents that come seeking assistance. Mr. Tomschin stated that residents seeking assistance from the Department of Housing usually do not live in rehabbed homes, have limited resources and are looking for assistance to maintain what they have. Therefore lead hazards may still be present in these homes. Common areas include windows, doors, exterior painted surfaces, and even walls if the original plaster is still in place.

No other comments were received.

Hearing ended at 1:33 PM.

Attachment: Sign-In Sheet





TOWN OF CICERO
 Department of Housing
 1634 S. Laramie Avenue
 Cicero, Illinois 60804

Larry Dominick
 TOWN PRESIDENT

PY2022 Annual Action Plan Public Hearing: July 12, 2022

Sign in Sheet

	Name	Organization	Phone Number	Email
1	Regelia Marquez	Town of Cicero	708.656.8323	am Marquez@thetownofcicero.com
2	Mario Martinez	Community Social Services	708.354-4543	mmartinez@cssservices.org
3	Tom M. Tomischin	T.P.C.	708-656-8223	tomischin@thetownofcicero.com
4	Jose Alanis	Town of Cicero	708-656-8223	jalanis@thetownofcicero.com
5	Arthur Green	Cicero SD 94	708 373 5855	agreen@ci94.org
6	Dandra Tomschin	Cicero Public Librar	708.656.8084	dtomschin@cicerolibrary.org
7	darens koy	Cicero PL	708 656 8084	lkoy@cicero library.org
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Community Development Block Grant Program
 Tom M Tomschin, MPA - Executive Director
 Phone 708-656-8223



TOWN OF CICERO
Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

PY2022 Annual Action Plan (AAP) Public Hearing:
July 12, 2022

Please use this sheet to write us any comments, concerns, or recommendations for this year's Annual Action Plan (AAP). Make sure to include your name, agency (if applicable), and title (if applicable). If you choose to remain anonymous, you may do so as well. Thank you for participating in this year's public hearing for the¹⁰⁷ PY2022 Annual Action Plan.

**Town of Cicero
Community Development Block Grant Program
Annual Action Plan Program Year 2022
October 1, 2022 through September 30, 2023**



**Town of Cicero, Cook County, Illinois
Larry Dominick, Town President**

Prepared Under the Direction Of:
The Cicero Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804
ttomschin@thetownofcicero.com

Phone: (708) 656-8223
Fax: (708) 656-8342

Tom M. Tomschin
Executive Director



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Executive Summary

The Town of Cicero Department of Housing prepares the Annual Action Plan to describe the activities, which will be undertaken in the upcoming year toward meeting the goals, and objectives, which were identified in the 2020-2024 Consolidated Plan. This third year Action Plan will begin October 1, 2022 and end September 30, 2023.

The Action Plan satisfies the application requirements for the Community Development Block Grant (CDBG) formula program offered through the U.S. Department of Housing and Urban Development (HUD). The Town of Cicero, as an entitlement grantee for the CDBG program, has the responsibility of coordinating and developing the Annual Action Plan to remain eligible for this program.

As the third Annual Action Plan of the 5-Year Consolidated Plan Period, the following priorities, objectives, and proposed accomplishments were identified for the upcoming year to meet or exceed each of the priorities identified in the Consolidated Plan:

Priority: Expand the supply of safe, decent, and affordable Housing.

Objective: Improve the quality of housing stock through rehabilitation and repair.

Proposed Accomplishments: Over the course of this action plan year, it is anticipated that 40 homes will be rehabilitated or repaired. This will result in safer living conditions and increased property values.

Priority: Provide safe housing free from lead hazards.

Objective: Implement an educational program that provides information on lead poisoning, and identify and abate sources of lead-based paint in residential Units.

Proposed Accomplishments:

- Provide educational materials to families within the Town of Cicero regarding the hazards of lead poisoning.
- Complete 10 rehabilitation projects that involve lead hazard reduction.

Priority: Improve service to non-homeless Cicero residents who are low-to-moderate income and/or have special needs.

Objective: Make social services available for persons in need who have low-to-moderate incomes.

Proposed Accomplishments: Develop a diverse network of needed services toward enhancing the health, safety, and overall well-being of individuals and persons with special needs, through the provisions for creating and expanding quality public and private human service programs.

Priority: Strengthen the community's living environment by making improvements to Public Facilities.

Objective: Make funding available for infrastructure improvements.

Proposed Accomplishments: Over the course of this consolidated plan, it is anticipated that \$1 million of CDBG funds will be spent on infrastructure improvements such as street and gutter repairs, alley re-paving, and rehabilitation of public facilities.

Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

The Town's entitlement grant for PY 2022 is \$1,669,561.00. The total will be spent in the following categories:

Administration	\$	330,561.00
Housing Repair Program	\$	550,000.00
Lead Hazard Reduction	\$	75,000.00
Public Services	\$	220,000.00
Public Facilities	\$	494,000.00
Total	\$	1,669,561.00

Program Year 2022 Annual Action Plan

Annually, the Town of Cicero must submit a one year action plan, which details the proposed projects and services it will fund with its CDBG funding allocation. The following are the activities and amounts that will be proposed in the next program year.

Project ID 2022-0001 Program Administration.....\$ 330,561.00

The activity will provide general management, oversight, and coordination of the CDBG programs. This activity will fund Administrative salaries, as well as any administrative costs incurred with the management of the office.

Project	Agency	Project Description	Priority	Performance	Service Area	Budget
2022-0001	Town of Cicero	General Administration	5	N/A	Town-Wide	\$30,561.00
2022-0001	Town of Cicero	Staff Salaries	5	N/A	Town-Wide	\$300,000.00
Total						\$330,561.00

Project ID 2022-0002 Housing Repair Program.....\$ 550,000.00

The program will provide home repair assistance and emergency repair assistance to low and moderate income homeowners who are experiencing conditions in and around their home that pose a threat to the health, safety, and welfare of the household occupants. This activity is eligible under 24CFR section 570.202(a) and will benefit low and moderate-income persons qualified under 570.208(a)(2)(i)(A).

Project	Agency	Project Description	Priority	Performance	Service Area	Budget
2022-0002	Town of Cicero	Housing Rehab Program	1	DH-3	Town-Wide	\$130,000.00
2022-0002	Town of Cicero	Housing Staff Salaries	1	N/A	Town-Wide	\$300,000.00
2022-0002	Town of Cicero	Emergency Heat Program	1	DH-1	Town-Wide	\$50,000.00
2022-0002	Town of Cicero	Accessibility Program	1	DH-1	Town-Wide	\$25,000.00
2022-0002	Town of Cicero	Home Improvement Program	1	DH-1	Town-Wide	\$25,000.00
2022-0002	Town of Cicero	Energy Efficiency Weatherization	1	DH-1	Town-Wide	\$20,000.00
Total						\$550,000.00

Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

Project ID 2022-0003 Lead Hazard Reduction Program.....\$ 75,000.00

The Town of Cicero will provide CDBG funding necessary to implement a program to identify and abate the sources of lead-based paint. The Home Repair Program is designed to assist homeowners in lead-based paint in the homes. With the implementation of the Lead-Based Paint Hazard Reduction regulation under 24 CFR 35 the Town has included Lead- Based Paint Hazard Reduction activities in all its rehabilitation programs. These activities include paint testing, safe work practices, occupant protection, education and clearance testing before re-occupancy. The Town of Cicero Department of Housing will distribute an informative brochure on the dangers of lead poisoning in the home. The purpose of the brochure is to make Cicero residents aware of the dangers of lead poisoning, and information on blood testing, abatement, and control.

Project	Agency	Project Description	Priority	Performance	Service Area	Budget
2022-0003	Town of Cicero	Lead Hazard Reduction	2	DH-3	Town-Wide	\$75,000.00
Total						\$75,000.00

Public Services.....\$ 220,000.00

The Town of Cicero Department of Housing will provide CDBG funding necessary for local Public Services to implement their programs. All programs funded with CDBG money will benefit low to moderate income Cicero residents, or presumed low-mod beneficiaries. The services will range from youth programs, to mental health services, to mortgage counseling.

Project	Agency	Project Description	Priority	Performance	Service Area	Budget
2022-0004	Boys Club	After School Program	3	SL-3	Town-Wide	\$30,000.00
2022-0005	Children's Center	Day Care Services	3	SL-3	Town-Wide	\$30,000.00
2022-0006	Youth Commission	After School Program	3	SL-3	Town-Wide	\$40,000.00
2022-0007	Family Services	Mental Health Services	3	SL-3	Town-Wide	\$60,000.00
2022-0008	Literacy Program	Youth Program	3	SL-3	Town-Wide	\$30,000.00
2022-0009	CEDA	Housing Counseling	3	DH-3	Town-Wide	\$10,000.00
2022-0010	Community Support Services	Handicap Services	3	SL-1	Town-Wide	\$20,000.00
Total						\$220,000.00

Public Facilities.....\$ 494,000.00

This year, The Town of Cicero Department of Housing will provide CDBG funds to repair, renovate, and upgrade certain public facilities. These repairs, renovations, and upgrades, will serve a low-mod area benefit and limited clientele.

Project	Agency	Project Description	Priority	Performance	Service Area	Budget
2022-0011	Town of Cicero	Alley Repavement	4	SL-3	Town-Wide	494,000.00
Total						\$494,000.00

CDBG-CV PY 2022 Projects with Budgets

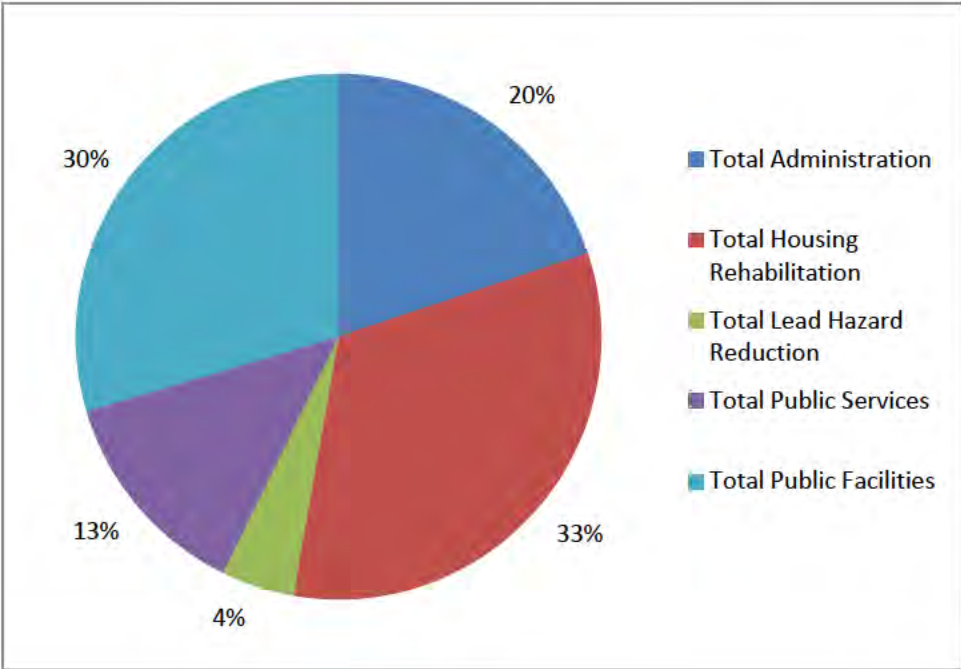
Agency	Project Name	Original Budget	PY 2022 Budget
Town of Cicero	Administration	\$200,000	\$200,000
Town of Cicero	Personal Protective Equipment	\$50,000	\$50,000
Town of Cicero	Health Clinic	\$100,000	\$100,000
Boys Club	Boys Club of Cicero Window Installation	\$20,000	\$20,000
CEDA	CEDA Housing Services	\$40,000	\$40,000
Cicero SD 99	Summer Meal Distribution	\$50,000	\$50,000
Family Services	Family Services	\$50,000	\$50,000
Morton 201	Summer Meal Distribution	\$50,000	\$50,000
Cicero Public Library	Cicero Public Library	\$250,000	\$250,000
Town of Cicero	Health Department	\$50,000	\$50,000
Town of Cicero	Water Bill Program	\$100,000	\$40,000
Seguin	Group Home Renovations	\$42,000	\$42,000
Town of Cicero	Inclusion Park	\$0	\$525,733
Cicero Public Library	Quiet Room Construction	\$0	\$100,000
	Total	\$1,002,000	\$1,567,733

PY 2021 ESG Funding	
Grant Amount	\$145,250.00
Town of Cicero Admin	\$2,000.00
Housing Forward	\$73,250.00
Bed's Plus	\$70,000.00
Total Funded	\$145,250.00

PY 2022 ESG Funding	
Grant Amount	\$148,354.00
Town of Cicero Admin	\$2,354.00
Housing Forward	\$50,000.00
Bed's Plus	\$50,000.00
CEDA	\$46,000.00
Total Funded	\$148,354.00

Resources

PY 2022 CDBG Budget Allocation



Federal Resources	
Source	Amount
Community Development Block Grant (CDBG)	\$1,669,561.00
Community Development Block Grant CARES ACT (CDBG-CV)	\$1,567,733.00
Section 8	\$1,154,948.00
IHDA	\$117,500.00
IDOT/STEP	\$336,192.00
RTA	\$100,000.00
DCEO	\$1,150,000.00
U.S. Department of Justice	\$571,546.86
FEMA	\$817,197.00
PY 2021 Emergency Solutions Grant (ESG)	\$145,250.00
PY 2022 Emergency Solutions Grant (ESG)	\$148,354.00
Total	\$7,778,281.86

Other Resources	
Source	Amount
General Assistance	\$35,404.00
Infrastructure	\$14,489,000.00
708 Board	\$493,000.00
State Grants	\$1,995,306.00
Total	\$17,012,710.00

State and Federal Resources

Name of Grant	Bulletproof Vests Grant 2022
Amount of Grant	\$29,640.00
State Grantor Agency	N/A
CSFA	N/A
Federal Grantor Agency	US Department of Justice
CFDA	16.607
Amount Expended in 2022	\$0.00
Amount Expended Total	\$0.00
Balance	\$0.00
Expiration Date	8/31/2022
This was a 50/50 grant meaning the Town of Cicero would receive \$14,820.00. The total cost would be \$29,640.00.	

Name of Grant	Cicero Police License Plate Recognition Camera project #20-203198
Amount of Grant	\$150,000
State Grantor Agency	DCEO
CSFA	420-00-1771
State Award ID Number	1771-25500
Federal Grantor Agency	N/A
CFDA	N/A
Amount Expended in 2020	\$0
Amount Expended Total	\$0
Balance	\$150,000
Expiration Date	4/30/2023
The Cicero Police Department will install 21 Cameras with License Plate Recognition capabilities strategically located throughout the Town of Cicero	

Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

Name of Grant	Access to Transit Improvement Program IGA-2016-44
Amount of Grant	\$256,600.00
Grantor Agency	IDOT
CSFA	494-00-1003
Federal Grantor Agency	Federal Highway Administration/Federal Transit Administration
CFDA	20.205
Amount Expended in 2020	\$0.00
Amount Expended Total	\$0.00
Balance	\$256,600.00
Expiration Date	12/31/2022
This project will include the installation of bus shelters at ten locations that have been previously approved by RTA and IDOT throughout	

Name of Grant	Tobacco Enforcement Program 2021
Amount of Grant	\$7,700.00
State Grantor Agency	IL Dept. of Human Services/Div. of Alcoholic & Substance Abuse
CSFA	444-26-1565
State Award ID Number	1565-26015
Federal Grantor Agency	U.S. Department of Health and Human Services
CFDA	93.959
Amount Expended in 2021	\$0.00
Amount Expended Total	\$0.00
Balance	\$7,700.00
Expiration Date	6/30/2022
The Cicero Police Department conducted a program to insure tobacco products are not sold to minors at retail establishments throughout the Town of Cicero.	

Name of Grant	FEMA/IEMA Public Assistance Grant
Amount of Grant	\$325,000
State Grantor Agency	IEMA
CSFA	
Federal Grantor Agency	FEMA
CFDA	
Amount Expended in 2020	\$325,000
Amount Expended Total	\$325,000
Balance	\$0.00
Expiration Date	12/31/2022
The Town of Cicero submitted these funds from FEMA for reimbursement of costs associated with COVID-19 related expenses.	

Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

Name of Grant	EMW-2017-FH-00553
Amount of Grant	\$492,197.00
State Grantor Agency	N/A
CSFA	N/A
Federal Grantor Agency	FEMA
CFDA	97.083
Amount Expended in 2020	\$108,477.98
Amount Expended Total	\$198,452.07
Balance	\$293,744.93
Expiration Date	2/17/2022
This grant is to hire three firefighters for the Town of Cicero Fire Department	

Name of Grant	Zoning Code Update
Amount of Grant	\$100,000.00
State Grantor Agency	RTA
CSFA	
Federal Grantor Agency	
CFDA	
Amount Expended in 2020	\$0
Amount Expended Total	\$0
Balance	\$100,000.00
Expiration Date	8/30/2022
This grant is hire technical assistants through the RTA in order to update the Town of Cicero's Zoning Code. RTA share would be \$80,000 and the Town of Cicero \$20,000.	

Name of Grant	STEP FFY22
Amount of Grant	\$14,416.00
State Grantor Agency	IDOT
CSFA	494-10-0343
State Award ID Number	334-28861
Federal Grantor Agency	U. S. Department of Transportation
CFDA	20.6
Amount Expended in 2021	\$0.00
Amount Expended Total	\$0.00
Balance	\$14,416.00
Expiration Date	9/30/2022
The Cicero Police Department will conduct enforcement campaigns during National Holidays and other national events. These campaigns focused on conducting increased enforcement of occupant restraint laws and impaired driving patrols.	

Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

Name of Grant	JAG FY 20 #2020-DJ-BX-0446
Amount of Grant	\$17,429
State Grantor Agency	N/A
CSFA	N/A
Federal Grantor Agency	US DOJ
CFDA	16.738
Amount Expended in 2020	\$0.00
Amount Expended Total	\$0.00
Balance	\$17,429
Expiration Date	9/30/2023
As a subgrantee of the City of Chicago, the Cicero Police Department will use these funds to purchase Police Department equipment.	

Name of Grant	JAG FY 19 #2019-DJ-BX-0682
Amount of Grant	\$16,953
State Grantor Agency	N/A
CSFA	N/A
Federal Grantor Agency	US DOJ
CFDA	16.738
Amount Expended in 2020	\$0.00
Amount Expended Total	\$0.00
Balance	\$16,953
Expiration Date	9/30/2022
As a subgrantee of the City of Chicago, the Cicero Police Department will use these funds to purchase Police Department equipment.	

Name of Grant	JAG FY 18 #2018-DJ-BX-0598
Amount of Grant	\$19,557
State Grantor Agency	N/A
CSFA	N/A
Federal Grantor Agency	US DOJ
CFDA	16.738
Amount Expended in 2020	\$0.00
Amount Expended Total	\$0.00
Balance	\$19,557
Expiration Date	9/30/2022
As a subgrantee of the City of Chicago, the Cicero Police Department will use these funds to purchase Police Department equipment. The	

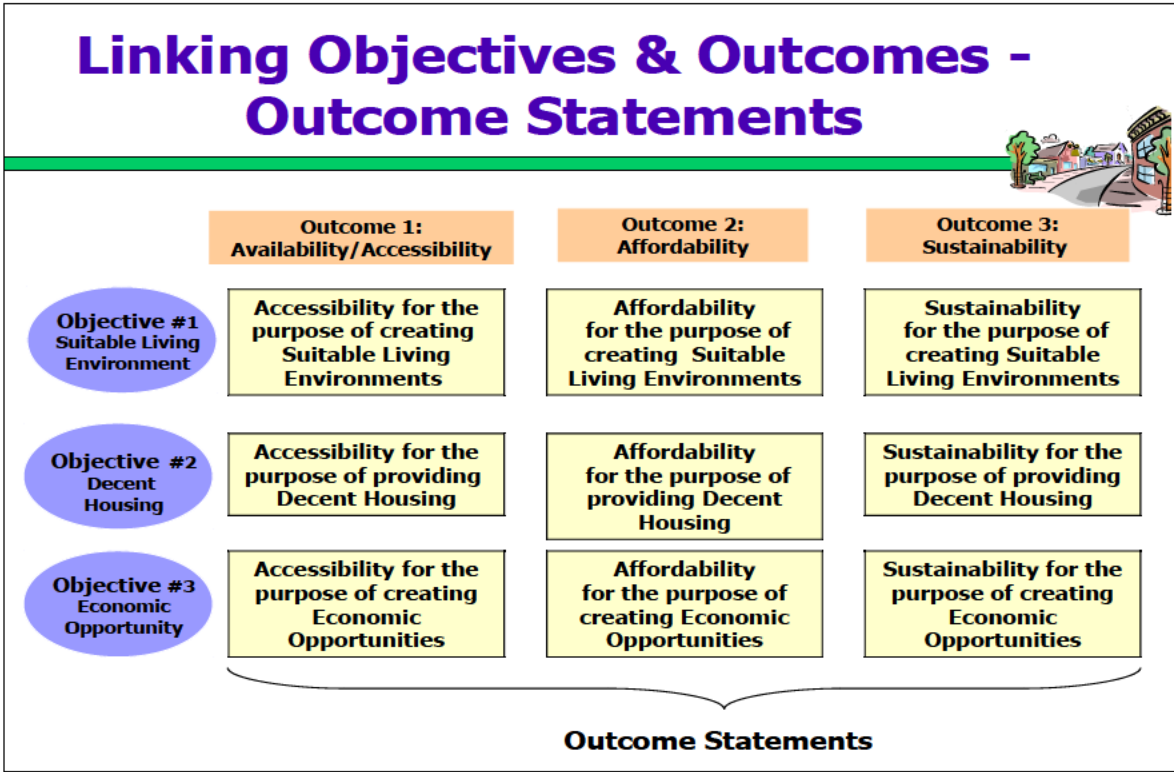
Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

Name of Grant	BJA 2020-VD-BX-1609
Amount of Grant	\$61,259
State Grantor Agency	N/A
CSFA	N/A
Federal Grantor Agency	US DOJ
CFDA	16.034
Amount Expended in 2020	\$61,259
Amount Expended Total	\$61,259
Balance	\$0.00
Expiration Date	1/31/2022
The Cicero Police Department used these funds to pay for Police officer overtime due to COVID-19 pandemic	

Name of Grant	2020 UMWX0293 COPS Hiring Program
Amount of Grant	\$375,000
State Grantor Agency	N/A
CSFA	N/A
Federal Grantor Agency	US DOJ
CFDA	16.710
Amount Expended in 2020	\$0
Amount Expended Total	\$0
Balance	\$375,000
Expiration Date	6/30/2023
The Cicero Police Department will use these funds to pay for hiring 3 additional Police Officers	

Performance Measurement System

HUD has, through a collaborative effort with several Housing and Community Development organizations (as well as several governmental departments) established a standardized performance evaluation measurement system. The system seeks to standardize the language used in gauging the success of the CDBG, HOME and ESG programs, as well as to provide standardized metrics of what those successes are.



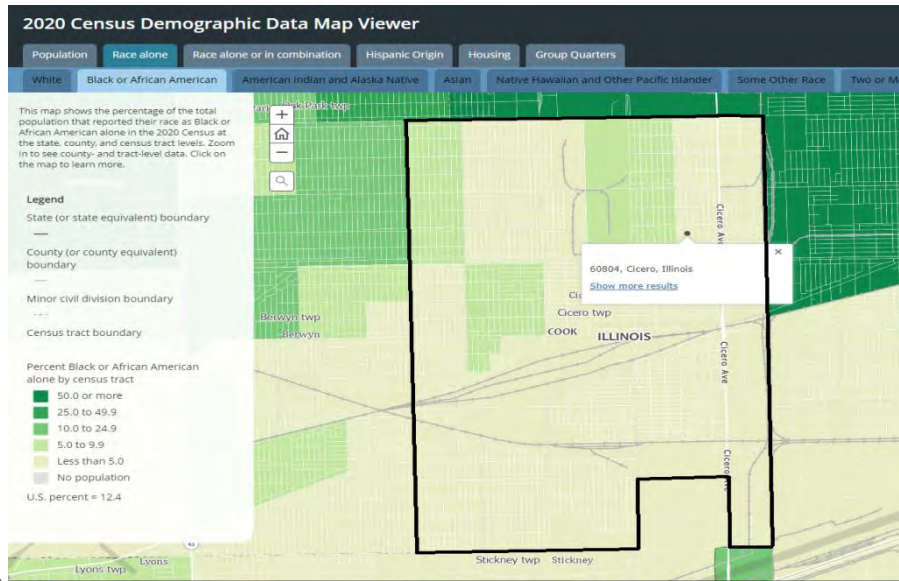
Cicero’s Demographic, Census, and Resource Information

The Town of Cicero is the only incorporated town in Cook County, and one of the oldest and largest municipalities in the State of Illinois. It bears the name of the great Roman statesman of the First Century B.C., Marcus Tullius Cicero. Cicero is composed of eight neighborhoods, with their own distinct characteristics and names: Boulevard Manor, Clyde, Drexel, Grant Works, Hawthorne, Morton Park, Parkholme, and Warren Park. Three Presidents, Dwight D. Eisenhower, Ronald Reagan, and George Bush, visited Cicero on their roads to the White House. The Town of Cicero has a colorful history, which forms a part of the larger stories of the county, state, and nation.

As you will note from the maps below, The Town of Cicero has a consistent ethnic origin distribution. The further south you are in the town, the less the minority population, the further north you are, the more dense the minority population. Therefore, in order to better serve Cicero’s minority population, special consideration must be made to perform housing rehab projects on the northern and central ends of town.

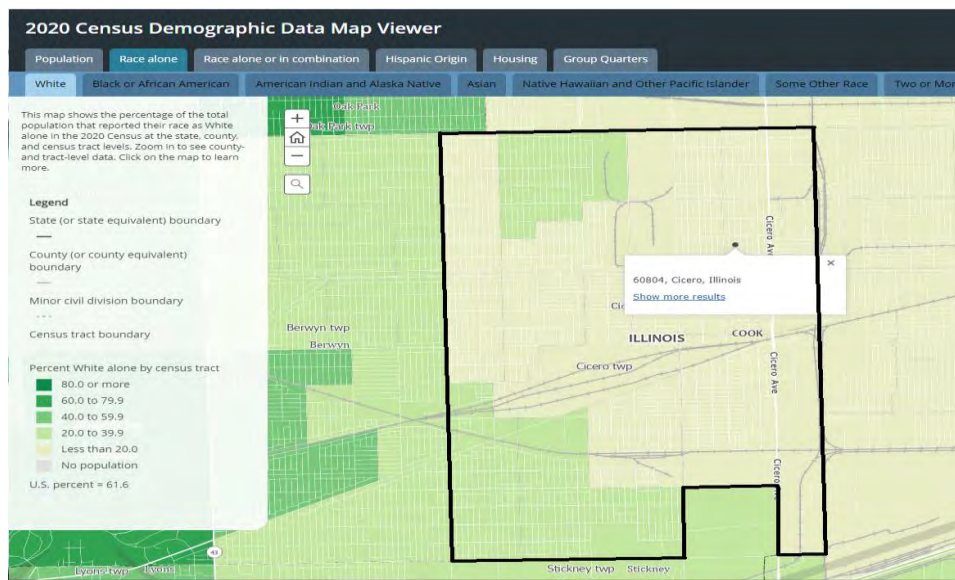
**Percent of Persons Who Are Black or African American Alone: 2020 Census
Cicero IL, 60804**

<https://mtgis-portal.geo.census.gov/arcgis/apps/MapSeries/index.html?appid=2566121a73de463995ed2b2fd7ff6eb7>



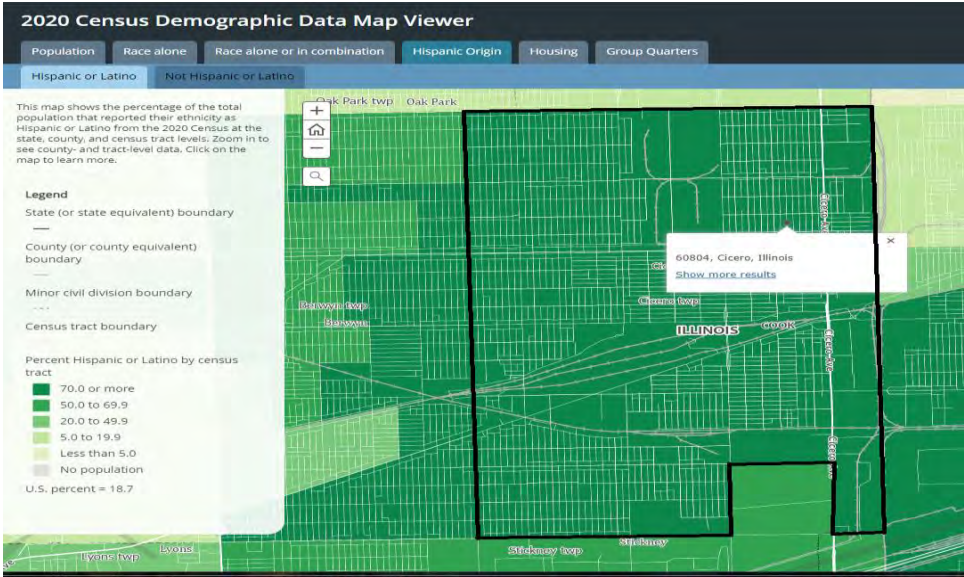
**Percent of Persons Who Are White Alone: 2020 Census
Cicero IL, 60804**

<https://mtgis-portal.geo.census.gov/arcgis/apps/MapSeries/index.html?appid=2566121a73de463995ed2b2fd7ff6eb7>



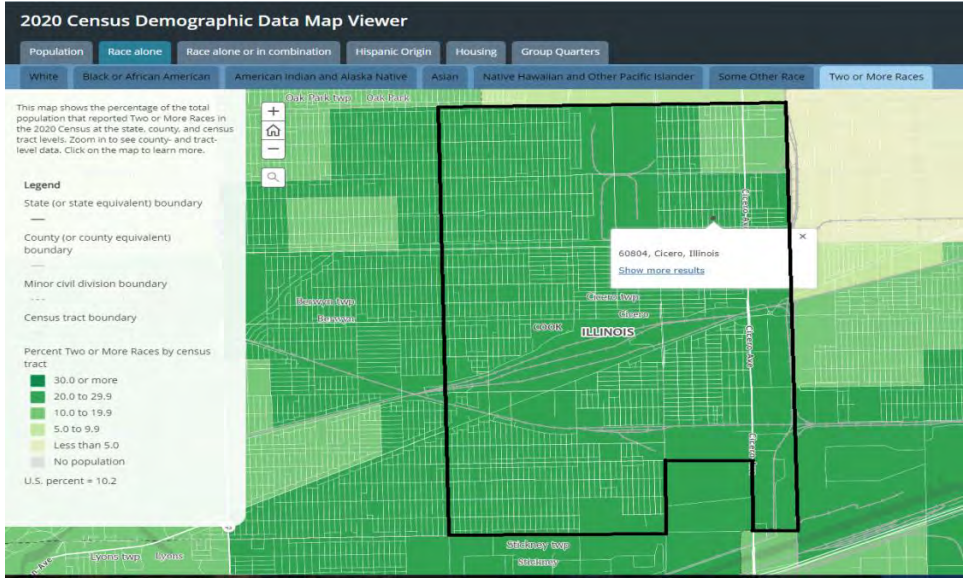
**Percent of Persons Who Are Hispanic or Latino: 2020 Census
Cicero IL, 60804**

<https://mtgis-portal.geo.census.gov/arcgis/apps/MapSeries/index.html?appid=2566121a73de463995ed2b2fd7ff6eb7>

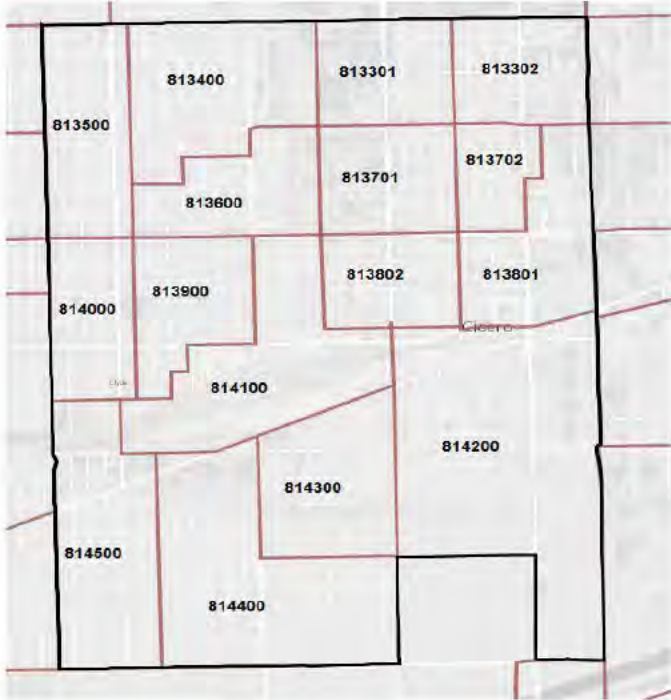


**Percent of Persons Who Are Two or more other Races: 2020 Census
Cicero IL, 60804**

<https://mtgis-portal.geo.census.gov/arcgis/apps/MapSeries/index.html?appid=2566121a73de463995ed2b2fd7ff6eb7>



Town of Cicero Census Tract Map



CDBG ID	CDBG NAME	TRACT #	% Low/Mod
171332	CICERO	813301	68.93
171332	CICERO	813302	85.16
171332	CICERO	813400	67.50
171332	CICERO	813500	51.61
171332	CICERO	813600	72.25
171332	CICERO	813701	71.87
171332	CICERO	813702	57.00
171332	CICERO	813801	78.94
171332	CICERO	813802	72.26
171332	CICERO	813900	66.64
171332	CICERO	814000	65.20
171332	CICERO	814100	61.25
171332	CICERO	814200	67.35
171332	CICERO	814300	57.03
171332	CICERO	814400	55.20
171332	CICERO	814500	48.83

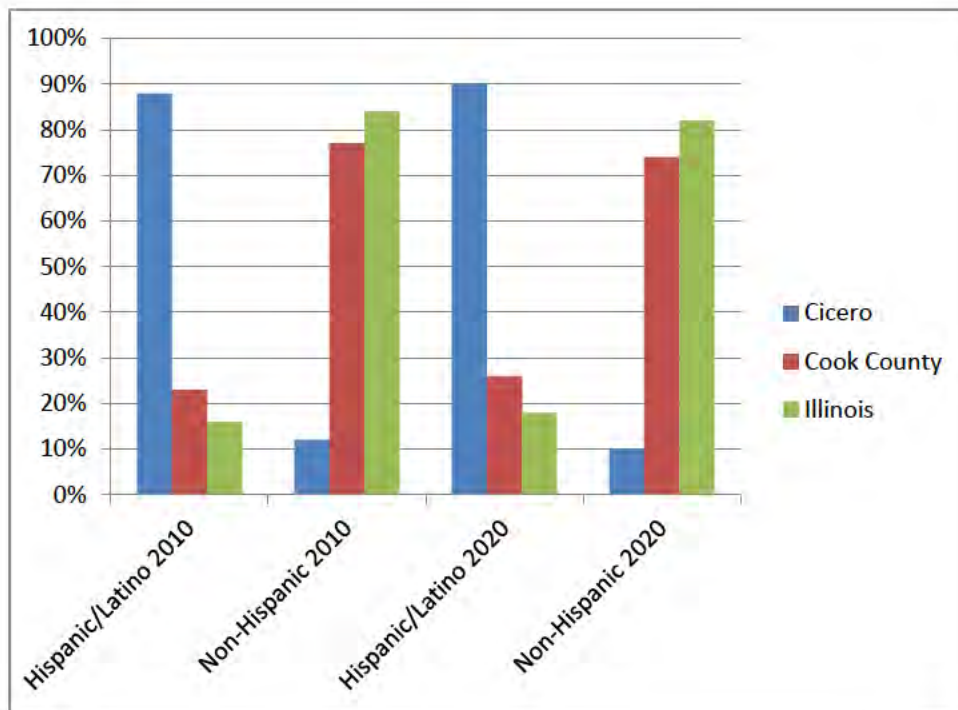
Population Growth

Population Growth 2000-2020 Town of Cicero, Cook County, State of Illinois					
	2000	2010	% Change	2020	% Change
Cicero	85,616	81,716	-4.6%	82,330	1.0%
Cook County	5,376,741	5,103,582	-5.1%	5,198,275	1.01%
State of Illinois	12,419,293	12,581,313	-1.3%	12,671,821	1.0%

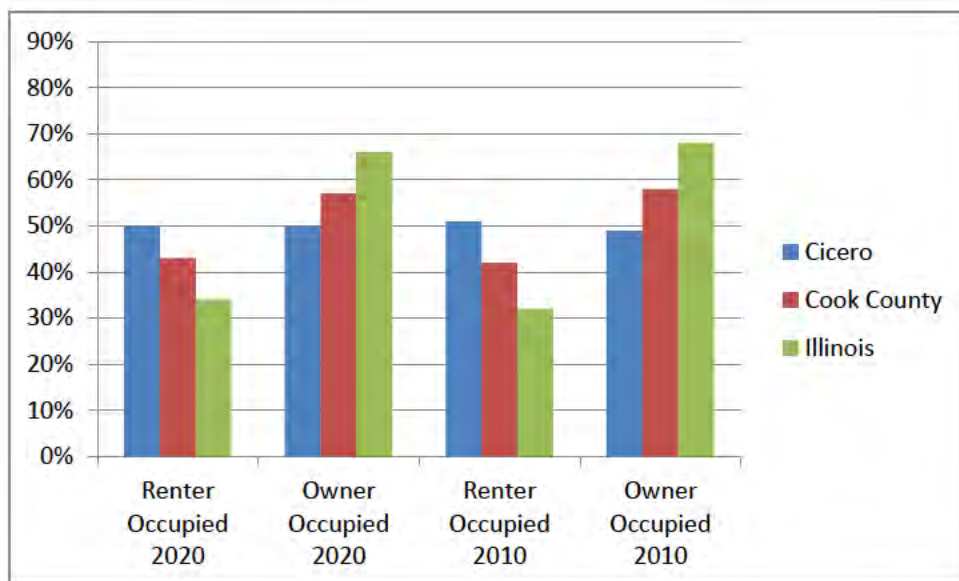
Age Characteristics

Age Characteristics 2010 to 2020 Town of Cicero, Cook County, State of Illinois		
	<u>2010</u>	<u>2020</u>
	% Under 18	% Under 18
Cicero	34.63%	33.80%
Cook County	26.00%	23.72%
State of Illinois	26.13%	24.39%
	% 18 - 64	% 18 - 64
Cicero	58.28%	60.26%
Cook County	62.28%	64.34%
State of Illinois	61.79%	63.07%
	% 65 +	% 65 +
Cicero	7.09%	5.94%
Cook County	11.72%	11.94%
State of Illinois	12.08%	12.54%
	Median Age	Median Age
Cicero	27.6	30.5
Cook County	35.5	36.8
State of Illinois	36.7	36.8

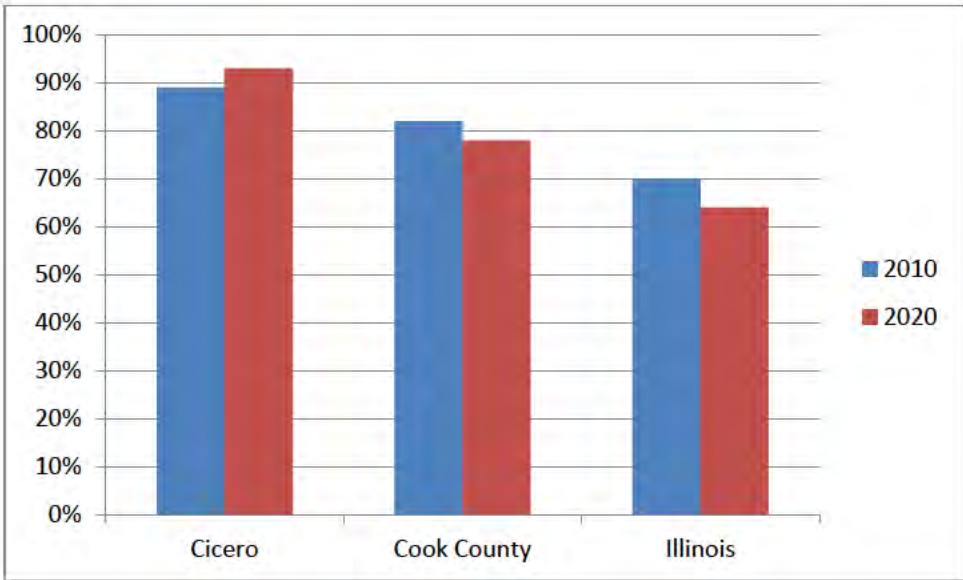
Hispanic or Latino Characteristics



Housing Characteristics



Percent of Houses Built Before 1980



Employment

Major Employers in Cicero			
Employer	Established	Product/Service	Employees
Burlington Northern	1884	Railroad Services	800
The Home Depot	1996	Retail Home Improvement	220
Corey Steel	1924	Manufacturer Steel Bars	204
Amazon	1994	Technology Company	600
Walmart	1962	Department Store	507
The Royal Bay	1922	Fulfillment/Distribution	315
Menards	1960	Home Improvement	200

Infrastructure Program

	Project Description	Total	FUNDING SOURCE						
			ARPA	MFT	Rebuild Illinois	Water Fund	CDBG	IL DCEO	MWRD GI Grant
1	2022 CDBG Alley Paving	\$ 374,000	\$ -	\$ -	\$ -	\$ -	\$ 374,000	\$ -	\$ -
2	2021 Street Rehabilitation-Phase 2	\$ 1,220,000	\$ -	\$ 120,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -
3	2022 Street Rehabilitation	\$ 3,000,000	\$ -	\$ 2,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
4	L Strip Parking Lot Paving and Lighting Improvements	\$ 6,495,000	\$ 5,500,000	\$ -	\$ -	\$ -	\$ -	\$ 775,000	\$ 220,000
5	Water Main Replacement Program-Phase 1	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	47th Ave Pumping Station Emergency Generator	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -
7	Laramie Ave Pumping Station Pressure Valve Building	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -
8	Safety Town Park Improvements	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -
	Totals	\$ 14,489,000	\$ 7,500,000	\$ 2,120,000	\$ 2,100,000	\$ 900,000	\$ 874,000	\$ 775,000	\$ 220,000

2022 CDBG Alley Paving:

Engineer's Cost Estimate: \$374,000

Bid Date: July 8, 2022

Construction Start Date: August 1, 2022

Estimated Completion Date: September 16, 2022

This project includes the reconstruction of two (2) alley locations

2021 Street Rehabilitation – Phase 2 (RBI Fund):

Awarded Cost: \$1,220,000

Construction Start Date: April 18, 2022

Estimated Completion Date: May 27, 2022

This project includes the resurfacing and reconstruction of approximately 1.20 miles of residential streets.

2022 Street Rehabilitation (MFT & RBI Funds):

Awarded Cost: \$3,000,000

Estimate Bid Date: June 23, 2022

Construction Start Date: August 16, 2022

Estimated Completion Date: November 30, 2022

This project includes the resurfacing & reconstruction of approximately 2.5 miles of residential streets.

L Strip Parking Lot Paving & Lighting Improvements – Lombard Ave to Central Ave - (MWRD GI/DCEO/ARPA Fund):

Engineer's Cost Estimate: \$6,495,000

Estimated Bid Date: June 30, 2022

Construction Start Date: July 15, 2022

Estimated Completion Date: November 30, 2022

This project includes the reconstruction of the L Strip parking lot including green infrastructure improvements and lighting improvements

Water Main Replacement Program – Phase 1:

Engineer's Cost Estimate: \$2,000,000

Bid Date: June 28, 2022

Construction Start Date: August 22, 2022

Estimated Completion Date: November 30, 2022

This project includes the replacement approximately 2000 FT of water main including lead service line replacement.

47th Avenue Pumping Station – Emergency Generator

Engineer’s Cost Estimate: \$400,000
 Bid Date: September 8, 2022
 Construction Start Date: October 21, 2022
 Estimated Completion Date: December 30, 2022
 This project includes the installation of a new emergency generator.

Laramie Avenue Pumping Station – Pressure Control Valve Building

Engineer’s Cost Estimate: \$600,000
 Bid Date: August 18, 2022
 Construction Start Date: October 7, 2022
 Estimated Completion Date: December 30, 2022
 This project includes the installation of a pressure control valve with a prefabricated building.

Safety Town Park Improvements

Engineer’s Cost Estimate: \$500,000
 Bid Date: May 26, 2022
 Construction Start Date: June 20, 2022
 Estimated Completion Date: December 30, 2022
 This project includes the rehabilitation of the park including the installation of new playground equipment.

708 Community Health Board

As outlined by the Illinois Community Mental Health Act, the 708 Community Health Board shall make rules and regulations concerning the rendition or operation of services and facilities, which it directs and supervises. During PY2021, the 708 Community Mental Health Board anticipates on funding the following agencies:

2022 Community Mental Health Board Agencies Funded	
<u>Agency</u>	<u>Amount</u>
Cicero Family Service & Mental Health Center	\$ 200,000.00
Cicero Youth Commission	\$ 25,000.00
The Children's Center	\$ 40,000.00
Community Support Services, Inc.	\$ 25,000.00
Oak Leyden	\$ 6,000.00
Pilsen/Little Village Community Mental Health Center	\$ 20,000.00
ProCare Center	\$ 25,000.00
Solutions for Care	\$ 32,000.00
UPC Seguin Services	\$ 35,000.00
Youth Crossroads, Inc.	\$ 70,000.00
A New Awakening	\$ 15,000.00
<u>TOTAL AGENCY DISBERSEMENTS</u>	<u>\$ 493,000.00</u>

Managing the Process

The Town of Cicero Department of Housing, serving on behalf of the Town, is the lead agency responsible for overseeing the development of the Town of Cicero's Action Plan, and is the entity responsible for administering the CDBG and ESG programs covered by the plan. A significant effort was made to involve governmental and not-for-profit representatives at all levels of the planning process.

For further information or to make comments on this Action Plan, please contact:

The Department of Housing
Tom M. Tomschin, Executive Director
1634 South Laramie Avenue
Cicero, IL 60804
(708) 656-8223

The Annual Action Plan is developed by the Town of Cicero Department of Housing with the participation of social service and housing agencies through grant proposals. The Town addresses the needs identified in the 2020-2024 Consolidated Plan through the proposals submitted by existing Subrecipients and new agencies seeking CDBG and ESG funds.

Citizen Participation Plan

The Town of Cicero has adopted this Citizen Participation Plan which sets forth the Town of Cicero's policies and procedures for citizen participation.

Policies and Procedures

The Town of Cicero encourages all Town citizens, especially those of low and moderate income, those living in areas where Community Development Block Grant and Emergency Solutions Grant funds are proposed to be used, and by residents of predominantly low and moderate income neighborhoods to participate in the development of the Consolidated Plan and any substantial amendments to the Consolidated Plan. The Town especially encourages minority citizens, non-English speaking citizens, and those citizens with disabilities to participate in the above. The Town, in conjunction and with consultation with the Cicero Housing Authority, also encourages citizens who reside in subsidized housing to participate in the above.

The Town of Cicero will make this Citizen Participation Plan and any substantial amendments to this plan public and accessible prior to adoption by the Town Board. Citizens will be allowed to comment on this plan and any substantial amendments prior to adoption by the Town Board. The Town of Cicero will take into consideration any comments received.

This Citizen Participation Plan will be in a format accessible to persons with disabilities upon request.

Consultation

When preparing the Consolidated Plan, the Town of Cicero will consult with other public and private agencies that provide assisted housing, health services, and social services (including those focusing: on services to children, elderly persons, persons with disabilities) during preparation of the Consolidated Plan.

When preparing the portion of its Consolidated Plan concerning lead-based paint hazards, the Town of Cicero presumes that these properties have lead-based paint in them, due to the age of Cicero's Housing Stock. Local health data shows that children are more at risk of having high levels of lead in their systems as a result of lead

based paint. The Town will focus on clearing any surfaces that have been disturbed as a result of any construction project performed using CDBG funds.

When preparing the description of priority non-housing community development needs, a unit of general local government must notify adjacent units of general local governments, to the extent practicable. The non-housing community development plan must be submitted to the State for clearance on projects, and to the County when necessary clearances are needed.

The Town of Cicero will also consult with the Alliance to End Homelessness to develop a homeless needs assessment for the Emergency Solutions Grant that the Town may qualify for.

The Town of Cicero also consults with the Cicero Housing Authority concerning consideration of public housing needs and planned Comprehensive Grant program activities.

Homeless Participation

When Emergency Solutions Grant (ESG) funds will be awarded to the Town of Cicero, homeless participation in the planning process is required for policies and decisions regarding any facilities, services, or other assistance that receives ESG funding.

The Town of Cicero will hold a minimum of two (2) meetings/focus groups, inviting the homeless or formerly homeless individuals to participate in the planning process.

1. These meetings will be held during the Program Year, and information will be used to make decisions regarding any facility, service, or other assistance that is proposed to receive ESG Funding.
2. These meetings will be advertised through:
 - a. The Town of Cicero website,
 - b. Postings on information boards at Cicero Town Hall, Cicero Public Library, Cicero Police Department
 - c. Invitation information will be shared with current ESG Subrecipients to share, as well as the CoC.
3. These meetings/focus groups will be scheduled and held at the Cicero Public Library, which is a central location in Cicero, and accessible via public transportation.
4. Food will be provided at each meeting for those that participate.
5. This plan, and participation outcomes, will be included in the annual action plan required under [24 CFR 91.220](#).

Information to be Provided

Prior to the adoption of the Consolidated Plan by the Town Board, the Town will make available to citizens, public agencies and other interested parties the following information:

1. The amount of funds the Town expects to receive including grant funds and program income.
2. The range of activities that may be undertaken including the estimated amount of funds that will benefit persons of low and moderate income.
3. The anti-displacement and relocation policy as follows:
 - a. It is the policy of the Town of Cicero that no CDBG funds or any funding related to the Consolidated Plan will be spent on activities that will result in the displacement of Cicero residents. The Town

plans to carry out this policy by funding only those activities that do not necessitate displacement. However, in the event that displacement does occur, the Town of Cicero will abide by the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, and by the HUD Handbook 1378 Tenant Assistance, Relocation and Real Property Acquisition.

- b. If displacement does occur, the Town of Cicero or its sub-grantees will assist such households/tenants by replacing on a one-to-one basis all occupied low and moderate income dwelling units demolished or converted to a use other than as low and moderate income housing as a direct result of activities assisted with funds cited above.
- c. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. All replacement housing will be allocated within the same community* sufficient in number and size to house at least the number of occupants that could have been housed in the units demolished or converted provided in standard condition designed to remain low/moderate income dwelling units for at least 10 years from the date of initial occupancy of the units.
- d. Before obligating or expending funds that will directly result in such demolition or conversion, the Town of Cicero will make public and submit to the HUD Field Office the following information in writing:
 - 1) Description of the proposed assisted activity
 - 2) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low and moderate income dwelling units as a direct result of the assisted activity
 - 3) A time schedule for the commencement and completion of the demolition or conversion
 - 4) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units
 - 5) The source of funding and a time schedule for the provisions of replacement dwelling units
 - 6) The basis for concluding that each replacement dwelling unit will remain a low/moderate dwelling unit for at least 10 years from the date of initial occupancy.
4. The Town will conduct a public hearing directed at those residents affected by the proposed project to review the above and to provide-more information on what services, benefits and counseling will be made available to them.
5. The Town of Cicero must conduct at least one public hearing during the development of the Consolidated Plan.
6. The Town of Cicero must make available the proposed Consolidated Plan and Annual Action Plan prior to adoption by the Town Board to allow citizens, public agencies and other interested parties opportunity to examine its contents and submit comments. The Town of Cicero will accomplish this by making available draft copies of the Consolidated Plan and/or One Year Action Plan to the public and individuals. Copies of these Plans are made available to the public at:
 - a. The Cicero Public Library
 - b. Town of Cicero President's Office,
 - c. Town of Cicero Department of Housing,
 - d. Town of Cicero Public Safety Office
 - e. On Town of Cicero website (www.thetownofcicero.com)

Public Hearings

Timing

The Town of Cicero will conduct at least two public hearings per year to obtain citizen's views and to respond to proposals and questions. These hearings must be conducted at a minimum of two different stages of the program year.

- 1) One public hearing must be held before the proposed Consolidated Plan and Annual Action Plans are submitted to HUD in order to obtain views on housing, community development and homeless needs.
- 2) The second public hearing must be conducted to address the housing and community development needs, development of proposed activities, and review program performance at the end of the program year.

Notices

- 1) The Town of Cicero must publish notice of public hearings in at least one newspaper of general circulation at least one week prior to the hearing. The notice must include brief description about the subject of the hearings to allow informed comment.
- 2) Public notice will also be posted at government offices, The Town's website, and the Town's Facebook Page.
- 3) The Town will make a reasonable number of free copies of the Consolidated Plan available to citizens and groups that request it.
- 4) The Town will provide a comment period of 30 days prior to signing of the Plans by the Town President and submission to HUD to allow for changes in the document based upon citizen input.
- 5) The Town will consider any comments or views of citizens' received, both written or orally at the public hearings, or received via email or other electronic communication, in preparing the final Consolidated Plan.
- 6) The Town will attach a summary of all comments or views, and a summary of any comments or views not accepted and the reasons therefore, to the final Consolidated Plan.

Performance Reports

The Town of Cicero will provide citizens with notice and an opportunity to comment on performance reports by doing the following:

1. Publish a notice in a newspaper of general circulation that the performance report is available for comment and the locations at which it is available.
2. Make the performance report available for viewing at the Department of Housing and at the Clerk's Office of the Town of Cicero, and the Town's website.
3. Make the performance report available for viewing for 15 days prior to submittal to HUD.
4. Provide citizens at least 15 days to submit comments on the performance report prior to the submission to HUD.
5. Consider any comments or views of citizens received in writing or orally at public hearings in preparing the performance report. A summary of these comments or views will be attached to the performance report.

Minor and Substantial Amendments to the Consolidated Plan

An amendment is a transfer of funds from one line item to another which will increase or decrease a line item by more than 5%. Any lesser change is minor.

A line item change of 6% to 10% only requires submission, review, and approval of the Cicero Town Board of Trustees.

A Substantial Amendment is a transfer of funds from one line to another which will increase or decrease a line item by more than 10%. A Substantial Amendment is also a transfer of funds from one or multiple line items to create and fund a new activity. No Substantial Amendment will be made without first conducting a public hearing regarding that change.

To substantially amend the Consolidated Plan, the Town of Cicero must do the following:

- a. Publish the proposed substantial amendment in a newspaper of general circulation prior to implementation.
- b. Allow a comment period of 30 days prior to the adoption to receive comments on a substantial amendment prior to implementation.
- c. Consider any comments or views of citizens received in writing or orally at public hearings, if any, in preparing the substantial amendment.
- d. Attach a summary of any comments or views and a summary of any comments or views not accepted and the reasons thereof, to the substantial amendment of the Consolidated Plan.

Locations

Hearings will be held at the Cicero Community Center or Town of Cicero Council Chambers which are centrally located in Cicero's low and moderate income neighborhood, convenient to potential and actual program beneficiaries. The building is equipped to accommodate persons with disabilities. Morning, afternoon and/or evening hearings may be held at these locations. If needed, public hearing sites and times may be changed to accommodate those citizens potentially affected. A significant number of non-English speaking citizens are expected to attend. A translator will be provided.

Meetings

Citizens will be provided with reasonable and timely access to all meetings as follows:

- 1) Public notice will be published in a newspaper of general circulation at least one week prior to meeting.
- 2) Public notice will be posted in government offices and the Town's website.
- 3) Meetings will be held at the Cicero Community Center or Town of Cicero Council Chambers which are centrally located in Cicero's low and moderate income neighborhood, convenient to potential and actual program beneficiaries. The building is equipped to accommodate persons with disabilities.
- 4) When a significant number of Spanish speaking citizens are expected to attend, a translator will be provided.

Availability

The Consolidated Plan, substantial amendments, and performance reports will be available; upon request to the public for viewing at the Town of Cicero Department of Housing, the Town of Cicero's President's Office, The Town of Cicero Community Center and the Cicero Public Library, and digitally on the Town of Cicero's website.

These materials will be available upon request in a form that is accessible for persons with disabilities. Records and information relating to the Town of Cicero's Consolidated Plan and the Town's use of assistance under related programs will be retained for the preceding five years. Citizens, public agencies and other interested parties will be provided viewing access to these records upon written request.

Technical Assistance

Technical assistance will be provided to persons of low and moderate income that request such assistance to develop proposals for funding under any program covered by the Consolidated Plan. The assistance may include the provision of copies of Federal Regulations pertaining to the programs covered by the Consolidated Plan. It may also include consultation to determine if a proposed project is eligible for funding by any of the programs covered by the Consolidated Plan.

Complaints

Written citizen complaints related to the Consolidated Plan, Substantial Amendments and Performance Report will be answered in writing from the Town of Cicero within 15 days of the receipt of the complaint.

Use and Responsibility

The Town of Cicero will follow this Citizen Participation Plan. The requirements for citizen participation do not restrict the responsibility or authority of the Town of Cicero for the development and execution of its Consolidated Plan.

Summary of Citizen Comments

In preparation for the Town of Cicero's Annual Action Plan for Program Year 2022 the Town provided this Annual Action Plan report for viewing at multiple locations throughout the Town. A Public Notice was published on July 12, 2022. The public comment period was 30 days, and started on Sunday; June 12, 2022 to Tuesday; July 12, 2022.

The locations that the Action Plan was available were:

- Town of Cicero - President's Office 4949 W Cermak Rd., Cicero, IL 60804
- Town of Cicero - Public Safety Building 5410 W 34 th St., Cicero, IL 60804
- Town of Cicero - Department of Housing 1634 S Laramie Ave., Cicero, IL 60804
- Town of Cicero - Public Library 5225 W Cermak Rd., Cicero, IL 60804

Along with these locations, the Annual Action Plan was also available for viewing on the Town of Cicero's website under the Housing Department.

A Public Hearing to accept comments on this report was held on Tuesday; July 12, 2022 at the Town of Cicero Community Center located at 2250 S 49th Ave., Cicero, IL 60804. Public comments were accepted and submitted to HUD along with the Annual Action Plan.

On July 25th, the Town of Cicero Department of Housing was notified that the Public Notice published on June 12, was not compliant, as it did not properly notice the 30 day comment period. Therefore, a second Public Notice was published on July 28, 2022 and included language to appropriately notice the 30 day public comment period of July 28, 2022 – August 28, 2022. A Second Public Hearing was held on August 29, 2022 at the Town of Cicero Community Center located at 2250 S 49th Ave., Cicero, IL 60804. No members of the public were in attendance and no public comments were received during the second 30-day public comment period or hearing.

The Town of Cicero will provide the public hearing comments documents from both hearings to HUD with the submission of this Annual Action Plan.

Institutional Structure

The Town has in place a network of agencies, programs and resources to meet the social service and housing needs of our residents. Any unmet needs will be reviewed and the programs reassessed and addressed on an ongoing basis from year to year.

Social Service Needs

Within the Town of Cicero, social service needs are addressed by town departments such as the Community Mental Health Board, Health Department, Cicero Housing Authority, President's Office for People with Disabilities, and the Cicero Youth Commission.

Other governmental bodies such as the Clyde Park District and West Suburban Special Recreation Association also contribute to servicing the community.

Other governmental agencies that are also involved include: Illinois Planning Council on Developmental Disabilities, Illinois Housing Authority, Illinois Department of Public Health, Illinois Department of Alcohol and Substance Abuse, Illinois Department of Mental Health and Developmental Disabilities, Illinois Department of Public Aid, and the Illinois Department of Aging.

Cicero also has a wide variety of not-for-profit, social service agencies providing a wide-range of services: Berwyn-Cicero Council on Aging, Children's Center of Cicero-Berwyn, the Fillmore Center for Human Services, Oak/Leyden Developmental Services, Inc., Sarah's Inn, WIC, Salvation Army, OARS (Older Adult Rehabilitative Services), Catholic Charities, Boy's Club, Family Service and Mental Health Center of Cicero, Seguin Services, Seguin Retarded Citizens Association, and Pillars Community Services.

Housing Needs

Housing needs are addressed by the following governmental and social service agencies: Cicero Health Department (Emergency Shelter Program), Cicero Housing Authority, Illinois Housing Authority, Illinois Department of Health Care and Family Services, Catholic Charities, Sarah's Inn, Seguin Services, and Seguin Retarded Citizens Association.

Monitoring

The Town of Cicero Department of Housing is the designated lead agency responsible for administering the Community Development Block Grant Program (CDBG) funded by the U.S. Department of Housing and Urban Development (HUD). With its CDBG entitlement grant, the CDBG funds a number of "Subrecipients", particularly agencies that administer public service projects serving Cicero's low-moderate income population. All these agencies receiving CDBG funds are required to sign an agreement detailing all pertinent regulations, certifications, project descriptions, and performance requirements.

Subrecipients of CDBG and ESG funds are required to adhere to the same rules and regulations HUD imposes on entitlement grantees. One way to ensure Subrecipients are in compliance with HUD rules and regulations is through monitoring. All of the Town of Cicero Department of Housing Subrecipients are monitored regularly during the program year with a minimum of two on-site visits. Verbal correspondence and mail correspondence between the subrecipient and the grantee is ongoing and plays a valuable role in ensuring compliance.

The monitoring visits performed by The Town of Cicero Department of Housing addresses the five following components:

1. Compliance with Eligible Activities and National Objectives

- The Town of Cicero Department of Housing verifies that the Subrecipient has documentation showing that the funded activity is HUD eligible and meets one of the prescribed national objectives.

2. Progress against Production Goal as stated in the Written Agreement.

- The Town of Cicero Department of Housing reviews the Subrecipients' production goals to determine if they are achieved and on time. If the production goals were not met, The Town of Cicero Department of Housing determines whether the Subrecipient took all reasonable actions and steps to try to meet their production goals on time. The Town of Cicero Department of Housing determines whether or not the subrecipient has the capacity to meet production goals.

3. Compliance with CDBG Program Rules and Administrative Requirements.

- The Town of Cicero Department of Housing determines if the subrecipient selected households/individuals who were income eligible and if income was verified correctly. The Town of Cicero Department of Housing determines if requirements for conflict of interest and religious organizations are being met.

4. Timely use of Funds

- The Town of Cicero Department of Housing determines if the subrecipient uses funds in a timely manner, and if there is program income, The Town of Cicero Department of Housing verifies whether it was used before additional funds were requested. If the subrecipient has program income, the Town of Cicero Department of Housing determines if the subrecipient is tracking its receipts and if the funds were expended before requesting CDBG funds from the Town of Cicero Department of Housing.

5. Prevention of Fraud and Abuse of Funds

- The Town of Cicero Department of Housing determines if the Subrecipient's financial management system prevents fraud and mismanagement of funds.

The monitoring visit also includes a review of all financial records associated with the CDBG and ESG grants, income/racial verification procedures, visual audits of items purchased, inventory schedules, salary documentation, labor standards, EEO compliance, fair housing literature, procurement, etc.

The Town of Cicero Department of Housing also conducts site inspections during and after the construction of infrastructure projects, and the rehabilitation and/or lead abatement of residential units. The inspections are carried out to ensure that high quality construction work is performed and completed on time. The Department also performs follow-up audits after it receives single audit reports from Subrecipients. Reports are generated which identify project status, findings, corrective actions, and unused funds. The Town of Cicero Department of Housing also has a delegated "Project Monitor" to monitor all public facility projects to ensure compliance with all federal regulations, including the Davis Bacon Act. The Department also requires a quarterly written status report from all Subrecipients, to assess the overall performance of each program and activity.

Overall, the goals of The Town of Cicero Department of Housing monitoring policy is to ensure that HUD rules and regulations in respect to the CDBG and ESG programs are being met and that those Subrecipients are fulfilling their pledge to achieve the goals in their respective agreements with the Town of Cicero. The Town of Cicero Department of Housing also uses the monitoring process as a way to determine whether or not the goals stated in the one-year Action Plan and five-year Consolidated Plan are being met.

Specific Housing Objectives

The 2020 US Census reported Cicero to have 24,562 housing units and 99% of these were built prior to 1990. Most of these units are single-family dwellings and multiple unit buildings of up to four stories tall. The age of Cicero's housing stock coupled with the fact that many of the occupied housing units are severely overcrowded, has had a negative impact on the safety and livability of these housing units. While the development of new housing would be an ideal goal, the best strategy for the immediate future is to rehabilitate and repair existing housing and bring them up to code.

The need for housing rehabilitation has vastly outgrown the available financial resources. Currently, we are going to accept 40 new applicants per year. On a yearly basis we estimate on doing 40 projects. From the 40 applicants, it is assumed some applicants will not qualify, no longer need the assistance, will not respond to correspondence, or some will not supply the appropriate documentation needed to be approved for the program. As a result we may receive further applications to continue the process with more individuals, so we may reach the 40 projects per year accomplishment.

The Town of Cicero's Housing Rehabilitation Program is designed to preserve our existing housing stock and neighborhoods, while assisting property owners to eliminate all property code violations. The program encourages property owners to take responsibility for home maintenance and develop pride in their homes and neighborhoods. These goals are achieved by providing grants through the Housing Rehabilitation Program, which enables property owners to make improvements to mechanical and structural systems and to correct other code violations.

Action to be taken:

The Department of Housing will use \$550,000.00 of its PY2022 CDBG allocation for the Housing rehabilitation Program to assist low-to moderate income owner/occupants of one and two unit residential properties. These programs include:

1. The Home Repair Program, which has a cap of \$4,999, will provide assistance to correct substandard living conditions, address other health and safety hazards and alleviate deficiencies in the structure such as heating, plumbing, and electrical systems. The Town of Cicero Department of Housing will work throughout the next program year to identify a means to deliver and recycle funds to the Town to assist future homeowners in need.
2. The Emergency Heating Assistance Program is aimed at providing financial assistance to low income homeowners of one (1) and (2) unit residential properties in the form of a grant for the purpose of repairing/replacing a defective heating unit which requires immediate action to restore heat for the occupants of the structure. This assistance is provided between October 1st and March 31st. In this time period, approximately 10 residents will be assisted.
3. The Emergency Access Grant for People with Disabilities Program will assist low-moderate income disabled individuals with access to their property in a form of an exterior wheelchair lift, interior chairlift, and or handicap accessibility to eliminate physical barriers which inhibit the use of the dwelling unit by a person with disabilities. The Emergency Access Grant for People with Disabilities

Program has been a program in need for the past few years since more individuals need the assistance. During the program year it is anticipated that 4 accessibility projects will be performed.

4. The Home Improvement Program (HIP) will be used to revitalize and upgrade neighborhoods and make them into decent, safe and sanitary living conditions. The HIP will provide assistance to correct substandard living conditions, address health and safety hazards, and alleviate deficiencies in the structure, heating equipment, plumbing and electrical systems. The HIP may be used for: improvements to bring the property up to code, energy conservation improvements, code violations, incipient code violations, weatherization items (including storm windows and doors, weather stripping & insulation), non-code violation items that are considered standard in nature i.e., medium grade cabinets, tile, fixtures etc., as based industry standards, and Lead hazard evaluation and reduction activities.
5. The purpose of the Weatherization Energy Efficiency Program (WEE) is to correct substandard living conditions, address health or safety hazards, and alleviate deficiencies in the structure, heating equipment; plumbing, electrical and sewage systems (flood control). Through the Weatherization and Energy Efficiency Program homeowner occupants can apply for flood control assistance, which will help reduce basement backups and property loss. Improve public health protection from mold, bring homes up to code with overhead plumbing, reduce volumes of inflow/infiltration, and improve property value and potentially reduce the likelihood/impacts of future flooding.

Lead-based Paint

The Town of Cicero, as with all older communities, contains a large number of dwelling units containing lead based paint. Of these, 22,957 or 93.3% were built prior to 1970; and thus presumed that these dwellings all have lead based paint to some extent. The Town of Cicero Department of Housing has performed lead based paint testing on Home Repair Projects where lead paint may be disturbed. It is anticipated that the Town of Cicero will perform at least 10 lead-based projects to clear any lead-based paint that may have been disturbed during construction.

Action to be taken:

The Town of Cicero has a three-prong attack on the lead hazard problem:

- 1) Continue implementing an education program that provides information on what lead poisoning is, how lead affects children, the importance of screening and methods that individuals may undertake on their own for reducing lead hazards and advising on the effects of good nutrition.
- 2) Before a building containing residential units is sold, it must be brought up to code and all lead hazards abated. The Town of Cicero using both CDBG funds and TIF funds is looking at implementing a program making deferred payment loans, which are to be repaid when the property is sold. If such a program is deemed feasible, it will be implemented in the next program year's Action Plan. This should result in little or no financial hardship for the homeowner. The Town of Cicero will have first lien on the property. This will return funds to the Town of Cicero, which it can recycle to assist other homeowners in need.
- 3) The Town of Cicero will continue to provide CDBG funding necessary to implement a program to identify and abate the sources of lead-based paint. With the implementation of the Lead-Based Paint Hazard

Reduction regulation under 24 CFR 35 the Town has included Lead- Based Paint Hazard Reduction activities in all its rehabilitation programs. These activities include paint testing, safe work practices, occupant protection, education and clearance testing before re-occupancy.

Needs of Public Housing

The Cicero Housing Authority was established for the purpose of operating and maintaining housing for low-income households. The Federal Government sets the Housing Authority's Program Guidelines. The Housing Authority is funded for 232 units of Section 8 housing. Pursuant to these programs, property owners participating in the programs are allowed to charge fair market rents. Those rents as currently applied, are:

- Efficiency\$ 870
- One - Bedroom\$ 950
- Two - Bedroom\$ 1,100
- Three - Bedroom.....\$ 1,390
- Four - Bedroom\$ 1,660

Participants in the program pay a designated sum pursuant to the terms of the Act and Department of Housing and Urban Development pays the balance. All of the eligible units are filled, and there are currently about 80 households on the waiting list. The Cicero Housing Authority currently serves 196 families, including 20 port-ins.

The Cicero Housing Authority has needs in excess of the vouchers available and estimates that it could use at least an additional 250 vouchers in order to meet the needs of those on the waiting list and others. Within the Town of Cicero, there is no publicly owned housing. No public housing units expected to be demolished. Units utilized within the Section 8 program meet all requirements of this program with regard to the physical conditions of the units. The Town of Cicero and the Cicero Housing Authority have common goals, policies, and strategies to increase the supply of decent, safe, and affordable housing; to decrease the number of people living in poverty; to improve declining neighborhoods; to target the same income categories for assistance; to Re-concentrate low-income families on Section 8; to affirmatively further fair housing goals and analyze the impediments to fair housing; to promote home ownership; and to meet public participation requirements as set forth by HUD. The mission of the Cicero Housing Authority and the Town of Cicero in this Plan is to promote adequate and affordable housing, economic development, and a suitable living environment that is free from discrimination.

The Cicero Housing Authority objectives are:

- To increase the supply of Section 8 vouchers, by applying for more vouchers from HUD
- To improve the quality of assisted housing
- To improve the quality of management and customer service
- To increase housing choices by encouraging more landlords to participate
- To promote self-sufficiency by providing more information on social service agencies, and
- To ensure equal opportunity and affirmatively further fair housing by undertaking measures to ensure access for all.

Currently, the Cicero Housing Authority has made significant progress in an attempt to better meet the needs of residents participating and seeking assistance through the Housing Choice Voucher Program. The Cicero Housing Authority has begun various initiatives, which are intended to exemplify the mission statement established at the inception of the Housing Choice Voucher Program (HCV):

The Cicero Housing Authority's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The Cicero Housing Authority will promote personal,

economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

The Cicero Housing Authority continues to explore the possibility of acquiring the Housing Choice Voucher Homeownership Program, as well as, the Family Self-Sufficiency Program. Although participating and acquiring both of these programs is preliminary, the Cicero Housing Authority's objective is two-tiered:

1. To identify household participants that may be capable and willing to transition into non-subsidized housing, while creating and executing a plan of full self-sufficiency.

2. To provide residents the opportunity of realizing the "American Dream" of homeownership.

Barriers to Affordable Housing

Additions to the cost or increases to the regulations upon housing, adds to the expense of purchasing or owning housing. To acquire property whether for rent or for direct occupancy, every person must have a minimum down payment and income sufficient to meet lending institutions loan guidelines. Given the paperwork involved in documenting a loan and obtaining title, the process is generally complex enough to require a purchaser to obtain an attorney to aid in the closing of the loan and the purchase, which only adds to the cost.

Generally a purchaser will require title insurance, a survey, a termite inspection, and in The Town of Cicero, a Town Compliance Certificate is required, in order to purchase and/or sell a property. All these costs can be considered to be subsumed within the purchase price. Once a property is purchased or rented, insurance, taxes, and utilities must be paid and the housing must be maintained, all of which present some level of a barrier to affordable housing.

The Town of Cicero requires an inspection of the property of all homes, prior to the sale, to determine code compliance. This process is done at a minimal expense to offset the cost of the inspection. The properties not "up to code" are cited with a list of code violations, which must be corrected in order to obtain a Certificate of Compliance. The Town of Cicero believes that the minimal cost is outweighed by the benefits of providing safe and sanitary housing that meets minimum codes. The Town of Cicero has adopted the 2009 International Building Code.

All code requirements add to the cost of producing and maintaining homes, but costs are outweighed by the benefits of safe, sanitary housing. Building codes are necessary to ensure some standard and average livability. An example of one of these codes, which is deemed to be essential, is the requirement that every dwelling unit have two (2) safe, unobstructed exits, and the requirement of having smoke and carbon monoxide detectors.

Likewise, property taxes add to housing costs. In the Town of Cicero, all property is assessed by the Cook County Assessor's Office and the assessed value of the property is multiplied by the sum of the tax rates for all taxing bodies having authority within the corporate limits of The Town of Cicero, to arrive at the annual tax bill. As property values increase, taxes may increase even if the rates do not change. The Town of Cicero has adopted a program of minimizing its tax rate increase at no more than five (5%) percent over the previous year's rate. Commercial and industrial property is taxed at a higher rate than residential and commerce and industry; in effect subsidizing home ownership.

The Town of Cicero also maintains a Zoning Ordinance dividing the Town into eight districts, five of which permit residential uses. Within the residential districts are provisions between single family and multiple family uses. One of the purposes of a Zoning Ordinance is to protect residential uses from commercial and industrial encroachment and to preserve the sanctity of housing districts. The Town of Cicero's building permit process is simplified and user friendly, and permits are issued at a minimal cost designed to offset the cost of the regulatory process. The Zoning Ordinance is strictly enforced and attempts to intensify the use of residential property are rarely permitted. However, the application process used is simple and the required hearings are promptly scheduled. The Town has struggled to maintain itself as a desirable place to live and believes that all of its

codes are necessary in order to further that desire.

The Town conducted a recent Affirmatively Furthering Fair Housing (AFFH) report and at its conclusion of this process, the Town of Cicero Department of Housing did identify potential impediments to Fair Housing Choice. The complete Analysis of Impediments to Fair Housing is on file, and available for review at the Town of Cicero Department of Housing. The impediments to Fair Housing Choice and the suggested recommendations are:

Impediments to Fair Housing identified through this Analysis are:

- Lack of employee training regarding Fair Housing Laws, and discriminatory practices.
- Lack of Knowledge regarding Fair Housing Laws and Protective Classes.
- Lack of local government/community service agency participation in community outreach regarding/education regarding to Fair Housing.
- Language barriers and information asymmetry an impediment to fair housing.

The Town of Cicero Department of Housing recommends:

- The Town of Cicero Employees should complete Fair Housing Training, to ensure all employees are aware of Fair Housing and Discrimination Laws.
- The Town should sponsor workshops and events on Fair Housing, tailored to renters, purchasers, landlords, local government, and social service workers.
- The Town of Cicero should conduct informative seminars with private business, non-profit agencies, and the public to affirmatively further Fair Housing.
- The Town of Cicero should publish information regarding protective classes, and fair housing laws in their monthly Town News Letter.
- The Town of Cicero needs to ensure that bilingual materials, services, and outreach are available to communities across the state. The Town of Cicero agrees with both their identification of the impediments, and their recommendation.
- The Town of Cicero should have a Certified Fair Housing Investigator; this certification can be received from the National Fair Housing Training Academy.

Impediments to Decent Affordable Housing identified through this analysis are:

- The demand for housing is high in Cicero, but the amount of decent, affordable housing units is not keeping pace with demand.
- The age of Cicero's current housing stock places a greater burden on upkeep and maintenance, thus raising the price of decent housing, and also adding to financial burden from issuance of tickets/violations.
- The Foreclosure crisis may have forced families to "double-up" in homes/apartments.
- Illegal Apartments located in the Town, are impediments to safe, affordable housing.
- Cost-Burden in homeownership is rising in the Town of Cicero.
- Local infrastructure (Streets/Alleys/Sewer) is deteriorating, and with high cost-burden, need to be invested in.
- Town policy of requiring licensed/bonded contractors for most work that can be done by a handy homeowner adds to the cost of maintaining a home in Cicero.

The Town of Cicero Department of Housing recommends:

- The Town needs to perform outreach to educate the public on the safety issues related to illegal

- apartments.
- The Town needs to strictly enforce zoning and building codes, to ensure illegal apartments are identified and remediated accordingly.
 - The Town should expand CDBG Housing Rehabilitation Program to include a program for homeowners to correct violations that they receive from the Town of Cicero's Building Department.
 - The Town should investigate the possibility of offering a reimbursement incentive through the CDBG Housing Rehabilitation Program to offer incentives for homeowners to make improvements to their properties.
 - Investigate the possibility of offering an incentive program to install energy efficient appliances/windows, insulation, and etcetera in properties.
 - Continue, or expand the "Keep Cicero CLEAN" event.
 - Increase investments in Town Road and Alley pavement projects, to maintain the safety and livability of our neighborhoods.
 - The Town of Cicero should explore additional funding sources, or internally subsidize/offer incentives for a developer to build on all "Town-Owned" property zoned for residential purposes, with a clause that these units be made "affordable", and made available to current Town of Cicero Residents to attempt to alleviate the population density.
 - The Town of Cicero through the Comprehensive Plan, should determine community goals and aspirations in terms of community development. This Comprehensive Plan will dictate public policy in terms of transportation, utilities, land use, recreation, infrastructure and housing, and be a cooperative process between local government, the private sector, and the general public.
 - The Town of Cicero needs to perform a land-use assessment/needs assessment, to determine creative ways to alleviate the overcrowding issue in regards to people-per-unit, illegal basement apartments, parking congestion, traffic congestion, school congestion, etc...
 - The Town Board should work collaboratively with the Building Department to ensure internal policies do not add to the cost burden currently facing the residents of Cicero.

HOME/ American Dream Down payment Initiative

As a member of the Cook County HOME Consortium, the Town of Cicero is entitled to receive HOME dollars from Cook County as a subrecipient. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. Each year it allocates approximately \$2 billion among the states and hundreds of localities nationwide. The program was designed to reinforce several important values and principles of community development:

- HOME's flexibility empowers people and communities to design and implement strategies tailored to their own needs and priorities.
- HOME's emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in the development of affordable housing.
- HOME's technical assistance activities and set-aside for qualified community-based nonprofit housing groups builds the capacity of these partners.
- HOME's requirement that participating jurisdictions (Participating Jurisdictions) match 25 cents of every dollar in program funds mobilizes community resources in support of affordable housing.

HOME funds are awarded annually as formula grants to participating jurisdictions. HUD establishes HOME investment trust funds for each grantee, providing a line of credit that the jurisdiction may draw upon as needed. The program's flexibility allows states and local governments to use HOME funds for grants, direct loans, loan

guarantees or other forms of credit enhancement, or rental assistance or security deposits.

Eligible Activities

Participating jurisdictions may choose among a broad range of eligible activities, using home funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for home-assisted development, and payment of relocation expenses. Participating Jurisdictions may use home funds to provide tenant-based rental assistance contracts of up to 2 years if such activity is consistent with their Consolidated Plan and justified under local market conditions. This assistance may be renewed and up to 10 percent of the Participating Jurisdictions annual allocation may be used for program planning and administration.

Rental Limitations

Home-assisted rental housing must comply with certain rent limitations. Home rent limits are published each year by HUD. The program also establishes maximum per unit subsidy limits and maximum purchase-price limits.

Special Conditions

Some special conditions apply to the use of HOME funds. Participating Jurisdictions must match every dollar of HOME funds used (except for administrative costs) with 25 cents from nonfederal sources, which may include donated materials or labor, the value of donated property, proceeds from bond financing, and other resources. The match requirement may be reduced if the Participating Jurisdiction is distressed or has suffered a presidentially declared disaster. In addition, participating jurisdictions must reserve at least 15 percent of their allocations to fund housing to be owned, developed, or sponsored by experienced, community-driven nonprofit groups designated as Community Housing Development Organizations (CHDOs). Participating jurisdictions must ensure that HOME-funded housing units remain affordable in the long term (20 years for new construction of rental housing; 5-15 years for construction of HOME ownership housing and housing rehabilitation, depending on the amount of HOME subsidy). Participating jurisdictions have two years to commit funds (including reserving funds for CHDOs) and five years to spend funds.

As of today, no applications for funding have been approved by Cook County. The Town of Cicero will continue to investigate ways to secure needed HOME funding.

Neighborhood Stabilization Program (NSP)

The Town of Cicero Department of Housing is in the close out stage of its NSP1 grant. Outcomes of NSP1 will be reported in the Town of Cicero's 2021 CAPER. The Town of Cicero has met 100% of the obligation.

Program Summary

Previously the Town of Cicero's NSP Program was established to assist low to middle income homebuyers with the purchase of a Town-Owned NSP Redeveloped home, while attempting to stabilize the Town during the foreclosure crisis throughout the country. The program also attempted to draw interest in home-ownership, and to sustain property values. The Town of Cicero Department of Housing administers the program.

In addition, to maximize the effectiveness of the NSP Program as a vehicle for enhancing affordability, borrowers pay no current principal or interest on the second mortgage for as long as they own their home. A mortgage in which payment is deferred is also known as a "silent second" mortgage. There is no interest calculated on the amount borrowed.

Loan principal is due and payable upon a variety of conditions or circumstances, the most common one being the sale or transfer of the home.

The Town of Cicero left a subsidy in the property purchased to ensure the new homes were affordable to the homebuyer. The Town of Cicero Department of Housing staff will calculate the specific amount of the subsidy at the time of offer acceptance.

Example 1: A Pre-Approved Applicant makes an offer of \$175,000.00 on a Town-Owned NSP Redevelopment Property. The Town of Cicero calculates that a 20% subsidy will ensure affordability in the property. At closing, the applicant will sign a "silent second" mortgage with the Town for \$35,000.00 which will be secured by a lien. The new homeowner will only be required to make monthly mortgage payments for the remaining balance of \$140,000.00

Housing purchased with NSP funds under this program must remain the principal place of residence of the borrower for a minimum period of time as defined by the amount of NSP funds invested and as shown below:

NSP Funds Invested Minimum Period of Affordability

New Construction: 20 years

- Year 5 – 25%
- Year 10 – 25%
- Year 15 – 25%
- Year 20 – 25%

Rehabilitated Property: 10 years

- Year 6 – 20%
- Year 7 – 20%
- Year 8 – 20%
- Year 9 – 20%
- Year 10 – 20%

Failure of the borrower to occupy the NSP-assisted unit as his or her principal place of residence for the applicable period shall cause the NSP loan to become immediately due and payable.

As of this Annual Action Plan process, 12 homeowners who purchased NSP homes have completed their time in the program and their liens have been released. Three (3) homeowners unfortunately lost their homes and one homeowner is currently in the Period of Affordability of the program. The Town has also sold a vacant lot that was purchased using NSP funds.

Eligible Property

Only Town-Owned NSP-Acquired and Redeveloped properties listed for sale are eligible for Redevelopment Program Subsidies.

Estimated Number of Units

Over the course of the NSP grant, the Town of Cicero Department of Housing demolished six (6) properties targeted as slum and blight by the Town of Cicero Building Department.

Specific Homeless Prevention Elements

The Town of Cicero is part of Cook County HOME Consortium. Therefore, in preparing Cicero's 5 Year Consolidated Plan all issues relating to housing are subsumed by Cook County's 5 Year Consolidated Plan, which run concurrent with Cicero's - October 1, 2020 through September 30, 2024. Cook County has prepared the County's Plan on behalf of, and with the assistance of, non-entitlement municipalities and the entitlement

communities of Cicero and Berwyn. These jurisdictions make up the Cook County Consortium. Cook County is the official grantee, which receives the federal CDBG, HOME, and ESG funds from HUD on behalf of the Cook County Consortium. Cook County is responsible for the overall administration, planning, monitoring and reporting requirements for these programs. The following is information received on behalf of the Alliance to End Homelessness in Suburban Cook County for this year's Annual Action Plan:

Homelessness

One major responsibility of any locality is to ensure the health, welfare and safety of its residents. Planning is essential to coordinate the use of all available resources to aid in the eradication of homelessness in Suburban Cook County. A Homeless person is a person who lacks a fixed, regular, and adequate nighttime residence. To be considered or qualify as a Homeless person, an individual or family must be 1) Literally homeless; 2) At imminent risk of homelessness; 3) Homeless under other federal statutes; and 4) Fleeing/attempting to flee domestic violence. There are limited emergency shelters, transitional housing facilities, safe havens and permanent supportive housing units in suburban Cook County to help aid homeless persons.

The primary purpose for an Emergency Shelter is to provide temporary shelter for a homeless person or family/household. Transitional Housing programs provide people experiencing homelessness a place to stay combined with supportive services for up to 24 months. Permanent Supportive Housing (PSH) provides housing (project and tenant based) and supportive services on a long term basis to formerly homeless people. HUD McKinney Vento funded programs require that the clients have a disability for program eligibility, and therefore, the majority of homeless persons in PSH have disabilities.

The most recent Point in time or PIT Survey for the Homeless population taken in Suburban Cook County was conducted on January 27, 2021. A total of 1,044 homeless persons were counted on that date. This is 198 more than last count's total of 846. From the 1,044 total homeless persons, almost all were housed in emergency shelters, transitional shelters, permanent supportive housing, or safe havens. 230 homeless persons were recorded as 'chronically homeless'. Any homeless persons with disabilities are housed in PSH.

According to the PIT Survey, a total of 39 homeless persons are Veterans. Of those 39 veterans, 27 were male and 4 were female. 4 Veteran households were counted with at least one adult and one child. There are 238 homeless persons reported to have a serious mental illness, and 101 are reported to have suffered or suffer from substance use disorder. There are 11 adult homeless persons reported to have HIV/AIDS, and 133 adult homeless persons are reported to be survivors of domestic violence.

The Continuum of Care's Survey Research Process

92% of the data for the homeless count is taken from the point in time homeless count or PIT Count, and 8% is taken from shelter surveys. The PIT Homeless Count, which includes both sheltered and unsheltered homeless populations, is taken on one (1) single night during the last week of January and is conducted biennially. The process is mandated by HUD and is used as a data source in the Annual Homeless Assessment Report to Congress. The PIT count for Suburban Cook County was taken on January 27, 2021.

Sheltered Homeless Count

The Continuum of Care has identified an inventory of homeless housing providers that are made up of emergency shelters, transitional shelters, safe havens, permanent supporting housing, rapid re-housing, and other permanent housing. For this report, only the data from transitional housing, emergency shelters and permanent supporting housing taken from the PIT Count, was used.

The following table represents a brief summary of the Emergency Shelter system site name, location, bed capacities, and persons housed on the date of the Cook county Continuum of Care PIT Survey.

EMERGENCY SHELTER PROGRAMS						
ES Program Provider Name	CoC Region (CBSA)	Beds for Households W/Children	Units for Households W/Children	Beds for Households W/O Children	Total Year-Round Beds	Point-in-Time Homeless Count
Aunt Martha's Youth Services	South	2	1	10	12	12
B.E.D.S. Plus Care, Inc.	West	0	0	0	177	177
Bethel Family Resource Center	South	52	12	12	64	64
Catholic Charities	All				17	17
Connections for the Homeless	North	7	1		7	7
Connections for the Homeless	North	23	6	55	78	78
Connections for the Homeless	North	0	0	2	2	1
Crisis Center for South Suburbia	South	25	1	10	35	32
Family Promise North Shore	North	14	4		14	4
Featherfist	All	0		0	1	1
Housing Forward/PADS	West	0	0	0	20	10
Housing Forward	West	6	2	4	10	0
Housing Forward	West	18	6	37	55	52
Housing Forward	West	0		18	18	12
Housing Forward	West	0		4	4	4
Interfaith Action of Evanston	North				20	18
Journeys/The Road Home	North				122	122
Pillars Community Health	West	16	4	2	18	7
Respond Now	South	16	2	47	63	63
South Suburban PADS	South	0	0	0	100	74
The Harbour Inc.	North	0	0	5	10	1
Volunteers of America of Illinois	All			0	1	1
Way Back Inn	West			6	6	1
Wings Program Inc.	North	30	10	5	35	31
YMCA Evanston/North Shore	North	24	8	8	32	4

The following table represents a brief summary of the Transitional Housing programs site name, location, bed capacities, and persons housed on the date of the Cook county Continuum of Care Point PIT Survey.

TRANSITIONAL HOUSING SHELTER PROGRAMS						
TH Program Provider Name	CoC Region (CBSA)	Beds for Households W/Children	Units for Households W/Children	Beds for Households W/O Children	Total Year-Round Beds	Point-in-Time Homeless Count
Aunt Martha's Youth Services	South	0	0	4	4	0
Aunt Martha's Youth Services	South			8	8	1
Aunt Martha's Youth Services	South	0		12	12	3
B.E.D.S. Plus Care, Inc.	West	14	4		14	6
Catholic Charities	North	18	5	0	18	18
CEDA Bloom Rich	West			6	6	2
Connections for the Homeless	North			6	6	6
Connections for the Homeless	North			2	2	1
Connections for the Homeless	North			4	4	3
Connections for the Homeless	North	0	0	5	5	3
Crisis Center for South Suburbia	South	45	17	9	54	50
Heartland Alliance Health	West	0	0	4	4	4
Housing Forward	West	4	2	6	10	4
Northwest Compass, Inc.	North	15	5	3	18	18
Northwest Compass, Inc.	North	0	0	12	12	10
South Suburban Family Shelter	South	29	10		29	29
The Harbour Inc.	North	16	8		16	10
The Harbour Inc.	North			9	9	9
The Harbour Inc.	North			6	6	2
WINGS Program Inc.	North	2	1		2	2
WINGS Program Inc.	North	4	2	0	4	4
WINGS Program Inc.	North	47	19	0	47	47

The following table represents a brief summary of the Permanent Supportive Housing programs site locations, bed capacities, and persons housed on the date of the Cook county Continuum of Care Point Prevalence Survey.

PERMANENT SUPPORTIVE HOUSING PROGRAMS						
PSH Program Provider Name	CoC Region (CBSA)	Beds for Households W/Children	Units for Households W/Children	Beds for Households W/O Children	Total Year-Round Beds	Point-in-Time Homeless Count
B.E.D.S Plus Care, Inc.	West			20	20	16
Catholic Charities	North			19	19	18
Catholic Charities	North	25	7	4	29	29
Connections for the Homeless	North	64	17	6	70	70
Connections for the Homeless	North	2	1	33	35	35
Heartland Alliance Health	West	14	4	12	26	26
Housing Authority of Cook County	ALL	242	60	552	794	637
Housing Forward	West	30	6	70	100	81
Housing Forward	West	31	7	70	101	101
Housing Forward	West	15	5	70	85	83
Housing Opportunity Dev. Corp.	North			7	7	7
IBHP Housing Options	North			10	10	7
IBHP Housing Options	North			26	26	24
Interdependant Living Solutions Center	South			10	10	4
Northwest Compass, Inc.	North	0	0	12	12	12
Respond Now	South			12	12	12
South Suburban PADS	South			16	16	14
South Suburban PADS	South	14	4	4	18	13
South Suburban PADS	South	4	2	26	30	23
Thresholds Inc.	North	8	2		8	8
Thresholds Inc.	North			34	34	33
Together We Cope	South	18	5		18	16
WINGS Program Inc.	North	22	8	0	22	22
YWCA Evanston/North Shore	North	16	7	9	25	23

Homeless Demographic Data and Subpopulations

The Cook County’s Continuum of Care homeless Count taken on January 27, 2021, produced some of the most accurate data to date. This is primarily due thanks to participation of community partners and a more focused methodology of the Count Coordinators. As previously stated, 92% of the data for the Homeless Count is taken from the point in time homeless count (PIT), and 8% is taken from Shelter Surveys. The PIT Count includes the data from both sheltered and unsheltered persons. A total of 1,044 Homeless persons were counted, and from the 1,044 homeless persons, all were sheltered. A total of 39 homeless persons were veterans. There were 238 adult homeless persons reported to have a Serious Mental Illness and 101 adult homeless persons have suffered or suffer from Substance Use Disorder, which is also known as Drug Use Disorder. This means that the homeless person is suffering from a medical condition in which the use of 1 or more substances leads to a clinically significant impairment or distress. Also, a total of 11 adult homeless persons were reported to have HIV/AIDS, and 133 adult homeless persons were Survivors of Domestic Violence.

Out of the 1,044 homeless persons counted, there were 516 that were considered households or families with at least 1 child. The number of children under the age of 18 was reported at 317. A total of 46 persons were between the ages of 18 and 24 years, and 153 homeless persons were over the age of 24 years. There is a total of 66 unaccompanied youth. According to the PIT Count, a total of 495 homeless persons were female and 546 were male. Only 2 persons identified as transgender and 1 was considered gender non-conforming.

It is estimated that the total number counted is less than actual number of homeless persons out there in the streets. This could be due to the unique characteristics of Suburban Cook County. Suburban Cook County is made up of vast urban, residential and rural areas. Some undeveloped areas such as forest preserve become “Camp grounds” of sorts for homeless persons and could create a very dangerous atmosphere for count volunteers without the escort of law enforcement.

The McKinney-Vento homeless Assistance Program refers to a set of federal programs that were created by the McKinney-Vento Homeless Assistance Act. Those programs administered by HUD are The Emergency Solutions Grant or ESG and the Continuum of Care or CoC. The McKinney-Vento programs provide outreach, shelter, transitional housing, supportive services, short- and medium-term rent subsidies, and permanent housing for people experiencing homelessness and in some cases for people at risk of homelessness. Funding is distributed by formula to jurisdictions for the Emergency Solutions Grants (ESG) program, and competitively for the Continuum of Care (CoC) process. HUD requires that the clients have a disability for McKinney–Vento funded programs in order to be eligible, so the majority of homeless persons in Permanent Supportive Housing have disabilities.

The following chart shows the organizations and their projects that may or may not receive McKinney-Vento Homeless Assistance and the PIT Count of beds that are available year round in each:

Organization	Project Name	McKinney-Vento	Beds Year Round
Aunt Martha's Youth Services	On your own Emergency Shelter	Yes	12
Aunt Martha's Youth Services	Homeless Youth Program	No	4
Aunt Martha's Youth Services	Independent Place	Yes	8
Aunt Martha's Youth Services	TH YHDP Joint Project	Yes	12
B.E.D.S. Plus Care, Inc.	Emergency Overnight	Yes	177
B.E.D.S. Plus Care, Inc.	LATH	No	14
B.E.D.S Plus Care, Inc.	Ogden Avenue Supportive Housing	No	20
Bethel Family Resource Center	G.R.I.P.P: Grooming Races in Poverty Places	Yes	64
Catholic Charities	New Hope Apartments-First Stage	No	18

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Catholic Charities	NorthWest PSH Partnership	Yes	19
Catholic Charities	NHA-Family PSH	Yes	29
Catholic Charities	SSVF EHA	No	17
CEDA Bloom Rich	South Suburban Housing Initiative	Yes	6
Connections for the Homeless	Family Bridge Housing	No	7
Connections for the Homeless	Hotel Emergency Shelter	No	78
Connections for the Homeless	Family Supportive Housing	Yes	70
Connections for the Homeless	PSH Individuals Evanston	Yes	35
Connections for the Homeless	Our House	No	2
Connections for the Homeless	Bridges to Home	No	6
Connections for the Homeless	Our House RHY TLP	No	4
Connections for the Homeless	TH YHDP Connections Youth	Yes	5
Crisis Center for South Suburbia	Crisis Center for South Suburbia- TH	No	54
Crisis Center for South Suburbia	Emergency Shelter	Yes	35
Family Promise North Shore	Family Shelter	No	14
Faeatherfist	SSVF EHA	No	1
Heartland Alliance Health	HAH Shelter Plus Care	Yes	26
Heartland Alliance Health	Transitional Scattered Sites	No	4
Housing Authority of Cook County	VASH Vouchers	No	794
Housing Forward	PADS	Yes	20
Housing Forward	Sojourner House	No	10
Housing Forward	24/7 Emergency Shelter	Yes	55
Housing Forward	CCH Medical Respite	Yes	18
Housing Forward	Sojourner Medical Respite	No	4
Housing Forward	TH YHDP Bridge for Youth	Yes	10
Housing Forward	Open Door Housing	Yes	100
Housing Forward	WCHIP Plus	Yes	101
Housing Forward	WIN Plus	Yes	85
Housing Opportunity Dev. Corp.	Claridge Apartments	No	7
IBHP Housing Options	Claire/Ganey Houses	Yes	10
IBHP Housing Options	Pathways	Yes	26
Interfaith Action of Evanston	Emergency Shelter	No	20
Interdependant Living Solutions Center	Genesis Place	Yes	10
Journeys/The Road Home	Emergency Shelter (Seasonal)	Yes	122
Northwest Compass, Inc.	Community Family Homes Initiative I	Yes	18
Northwest Compass, Inc.	Community Family Homes Initiative IV	Yes	12

Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

Northwest Compass, Inc.	TH YDHP NW Project	Yes	12
Pillars Community Health	Constance Morris House	Yes	18
South Suburban Family Shelter	The Sanctuary	Yes	29
Respond Now	Motel Vouchers	Yes	63
Respond Now	Responding with Care	Yes	12
South Suburban PADS	PADS	Yes	100
South Suburban PADS	CCH Wellness Center	Yes	16
South Suburban PADS	NSP	No	18
South Suburban PADS	Southland Supporting Housing	Yes	30
The Harbour Inc.	Safe Harbour Emergency Shelter	Yes	10
The Harbour Inc.	STEP	No	16
The Harbour Inc.	Youth In Transition	No	9
The Harbour Inc.	Youth In Transition Phase 2	No	6
Thresholds Inc.	Esperanza	Yes	34
Thresholds Inc.	Family Project (fka PHHH)	No	8
Together We Cope	Families First PSH	Yes	18
Volunteers of America of Illinois	SSVF EHA	No	1
Way Back Inn	HCHV/CERS Homeless Veterans Housing	No	6
Wings Program Inc.	Safe House	Yes	35
WINGS Program Inc.	Can-Dota Apartments-LCMM	No	2
WINGS Program Inc.	McCabe House Shared Living	No	4
WINGS Program Inc.	Transitional Housing	Yes	47
WINGS Program Inc.	Permanent Housing Program	Yes	22
YMCA Evanston/North Shore	YMCA Domestic Violence Services Emergency Shelter	Yes	32
YMCA Evanston/North Shore	Permanent Supportive Housing	No	25

Emergency Solutions Grants (ESG)

During this program year, the Town of Cicero will be receiving an Emergency Solutions Grant (ESG) in the amount of \$148,354, from the U.S. Department of Housing and Urban Development (HUD). The Town currently has the PY 2021 ESG grant available to fund as well in the amount of \$145,250. In preparation for this Annual Action Plan, the Town accepted applications for both ESG Program Year grants. These grants will be used to address the needs for homeless prevention in the Town of Cicero. Homelessness is an area of focus for the Town of Cicero. The Alliance to End Homelessness in Suburban Cook County (the Alliance) is the nonprofit organization responsible for planning and coordinating homeless services and housing options in suburban Cook County and leads the local Continuum of Care (CoC). The Alliance, as the CoC, coordinates annual funding applications for and distribution of HUD Shelter Plus Care and Supportive Housing Program dollars to address the needs of homeless persons, and those at risk of homelessness throughout suburban Cook County. The Alliance recently completed a strategic plan, providing a comprehensive look at homeless trends in suburban Cook County. The Alliance found that while homelessness is predominantly an issue afflicting single-individuals, a growing share of the homeless population is in families. More than 1/5 of those who are homeless suffer from Serious Mental Illness and about 12% struggle with Substance Use Disorder. If all people in suburban Cook County who are residing in “doubled-up” living situations (e.g., living with relatives or friends typically temporarily) were considered homeless, the number of homeless would be far higher.

The Alliance’s plan emphasizes the role that structural factors such as housing costs and employment opportunities play a role in homelessness trends. Nearly 13% of the known homeless population in suburban Cook County is considered chronically homeless, meaning he or she has been homeless for an extended period of time or has cycled in and out of homelessness repeatedly. Over 11% are veterans, and over 10% are leaving domestic violence situations. A substantial share has a disability, such as substance use (17%) or a mental illness (21%). When the most vulnerable people experiencing homelessness in the county were surveyed, nearly ½ reported having spent time in a jail or prison in the past.

Since the inception of the Alliance, the supply of permanent supportive housing has quadrupled, while chronic homelessness has decreased by almost ¾. These trends can be attributed to a number of factors, including the success of the national 100,000 Homes Campaign and stimulus funding for homeless prevention and rapid re-housing. As a result, one of the Alliance’s main goals is ending chronic homelessness in suburban Cook.

The Cook County Consortium and the Alliance have an existing strong partnership related to homeless programming, funding, and special initiatives. During the development of this plan, the Town of Cicero consulted with the Alliance as well as homeless, formerly homeless and homeless agencies to determine the needs of homeless persons or persons at risk of homelessness. This consultation and coordination will continue throughout the implementation of this grant for this program year.

Homeless Strategy

The Town of Cicero will work closely with the suburban Cook Continuum of Care (CoC) and its lead agency, the Alliance to End Homelessness in Suburban Cook County (the Alliance), to align our use of ESG with the CoC’s efforts. The Town of Cicero collaborates with the Alliance to set targets for the use of ESG funding by ESG component. The Town also emphasizes the outcome-focused performance standards that have been developed in consultation with the CoC during our annual ESG application process and as we monitor Subrecipients throughout each program year.

The Town also held two (2) focus group meetings at the Town of Cicero Library to accept feedback from current homeless, formerly homeless and homeless agencies as to the best way to target ESG funding for the homeless community in Cicero. **Information regarding these two meetings can be found under Exhibit 11.**

The following are the budgets and Subrecipients the Town of Cicero will fund using the PY 2021 and PY 2022 ESG grants:

PY 2021 ESG Funding	
Grant Amount	\$145,250.00
Town of Cicero Admin	\$2,000.00
Housing Forward	\$73,250.00
Bed's Plus	\$70,000.00
Total Funded	\$145,250.00

PY 2022 ESG Funding	
Grant Amount	\$148,354.00
Town of Cicero Admin	\$2,354.00
Housing Forward	\$50,000.00
Bed's Plus	\$50,000.00
CEDA	\$46,000.00
Total Funded	\$148,354.00

- 1) Street Outreach is directed toward finding people experiencing homelessness who might not use shelter or services. It includes building relationships, checking on and monitoring clients' welfare, assessing vulnerability, linking to services, and providing follow-up case management to ensure successful linkage to services. Outreach is a critical first step in connecting chronically homeless people with the services they need and reducing the length of time they spend homeless. This is a challenge as a result of limited resources available to support such services. The Alliance has been making strides in expanding outreach, and through the work of the Alliance staff and street outreach providers, the Town will focus in partnership towards increasing the geographic coverage of street outreach and securing adequate resources for street outreach.

- 2) Emergency shelters in suburban Cook County are largely operated on a seasonal basis, in rotating congregations and staffed primarily through volunteers. They operate within a funding and practice context that is moving away from using shelters as a housing solution and with growing recognition that, for many people who end up in shelters, their homelessness could have been prevented in the first place. In order to respond to this context and to meet the goals of reducing how many people enter the homeless system, the Alliance will focus on strengthening assessment and referral practices to connect people to housing as quickly as possible and divert emergency shelter stays whenever possible.

- 3) Homelessness prevention activities are designed to reduce the number of people who become homeless for the first time. Activities include short or medium-term financial assistance and services as well as tenant and legal services. In addition it includes systems prevention efforts with institutions that may discharge people without stable housing lined up. A newly emerging area of prevention work is identifying the situations that make a person most likely to become homeless and intentionally targeting households with those situations. This reinforces the importance of assessment in the process.
 - Transitional housing is itself going through a transition across the nation. Through research and the emergence of newer housing and service models, it is becoming clearer that transitional housing should prioritize individuals and families going through transitional periods in their lives. Their service needs are acute but not indefinite. Examples include survivors of domestic violence, people in recovery or in treatment, and young adults with a history of child welfare involvement. In order to create the right mix of housing types for those within the homeless system and to promote housing stability and success, the Alliance will focus on redefining the role of transitional housing within local housing continuum and developing alternative funding and service models for

transitional housing. The Town of Cicero will participate in and support these efforts as appropriate.

- Permanent supportive housing is broadly understood to effectively end homelessness for those with disabilities, especially chronically homeless individuals and families. The expansion of permanent supportive housing has been a core feature of the Alliance's work since its inception. The 150 Homes campaign has reached new people and established processes to get chronically homeless off the streets quickly and housed permanently. In short, persons who are assessed and score low will be provided with services only. Those who score in the middle will be targeted with rapid re-housing, and those who score high will be targeted for permanent supportive housing. The Alliance has been working very closely with the Veterans Administration on this initiative. Moreover, the Alliance believes that ending chronic homelessness is attainable in suburban Cook County with more newly created and newly targeted permanent housing. The Alliance will also focus on ensuring that permanent supportive housing targets populations with intensive service needs, those who experience long-term homelessness, those who are vulnerable, and those who are the hardest to house. The Town of Cicero will participate in and support these efforts as appropriate.
- 4) Rapid re-housing, short to medium term rental assistance with limited services, is the newest player in terms of interventions on the housing continuum targeted at people experiencing homelessness. While it has many features similar to transitional housing, in rapid re-housing the assistance is temporary but the housing is meant to be permanent. The rapid re-housing programs in suburban Cook County are small given the limited amount of funds available. The Alliance sees rapid re-housing as a key tool to shorten the duration of homelessness, and through staff leadership and the work of many committees and providers, the Alliance will focus on increasing rapid re-housing capacity, ensuring that rapid re-housing targets populations with low to moderate service needs, and developing standards and procedures for rapid re-housing.
 - 5) Administration – Up to 7.5 % of the ESG funds can be used for administrative activities. These activities include general management, oversight, and coordination on reporting on the program.

Under the PY 2022 Annual Action Plan, the Town of Cicero will aim to address the emergency shelter and transitional housing needs of homeless persons through the deployment of ESG resources to agencies that provide said housing options as noted.

Additionally, The Town of Cicero will be committed to helping homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living as well as to shorten the period of time that individuals and families experience homelessness. To shorten the period of time that individuals and families experience homelessness, the Town of Cicero will support rapid-re-housing assistance that helps participants quickly obtain and sustain stable housing through the ESG program.

Community Development

As part of the development of the Town of Cicero's 5-year Consolidated Plan, the Town identified community development needs that directly and indirectly impact housing. Only a limited amount of CDBG funds will be used for these improvements. The remaining funds necessary to complete these improvements will come from motor fuel tax monies, TIF monies, the Town of Cicero's general operating fund, and a possible bond issue.

The Town of Cicero has also made a commitment to the redevelopment of its commercial and industrial areas. Historically, the Town of Cicero has been a blue collar and industrial community and at one time was the largest exporter of heavy, industrial goods in the State of Illinois outside of the City of Chicago. During the 1980's, many of the Town's largest industrial plants ceased operations. In 1985, in response to the loss of industry, the Town of Cicero began to develop and implement strategies for economic development that included the adoption of a Tax Increment Financing District. The Town of Cicero continues to identify sites, which are appropriate for redevelopment, and offers incentives to businesses and industries that desire to relocate to the Town of Cicero, or expand current operations and increase the employment opportunities available within the Town. The Town of Cicero desires to continue its efforts to develop and redevelop both commercial and industrial areas within its corporate limits.

There is a need for additional affordable housing for the entire population of Cicero; in particular: the elderly, handicapped, low-income, and other special needs populations. The Town of Cicero has provided many programs to help low-income homeowners with repairs needed on their homes, including roofs, windows, tuck pointing and concrete work. These programs have helped low-to-moderate income homeowners throughout the years to maintain their homes they otherwise would have difficulty in paying for the repairs.

Recently the Town of Cicero accepted applications from Social Service Agencies and other local Non-Profit Agencies. The Town of Cicero Department of Housing received 11 CDBG applications in total. These 11 applications requested \$378,000.00 in Public Service activities, and \$1,004,400.00 in Public Facility projects. In addition, the Town also received application for the PY 2022 ESG grant. Three (3) applications were submitted for this grant totaling \$719,061.00.

The Town of Cicero Department of Housing reviewed all applications for HUD activity eligibility and feasibility. The Town of Cicero was able to include most of the applicants for CDBG and ESG in this year's budget, and fund their Public Service and Public Facility activities for PY2022. The Public Facility funds being requested will go towards infrastructure work on dilapidated alleys throughout the Town.

HUD eligibility was not the only consideration. Following the 5-year Consolidated Plan's priorities/objectives was also taken into consideration.

The Priorities/Objectives are:

Priority 1: Housing

- 14A Single Family Rehabilitation
- 14H Rehabilitation Administration

Priority 2: Lead Hazard Reduction

- 14I Lead-Based/Lead Hazard Test/Abatement

Priority 3: Service to Non-Homeless Persons with Special Needs

- 05 Public Services
- 05A Senior Services
- 05B Handicapped Services
- 05D Youth Services
- 05L Child Care Services

- 05M Health Services
- 05O Mental Health Services

Priority 4: Improvements to Public Facilities

- 03 Public Facility and Improvements
- 03B Handicapped Centers
- 03K Street Improvements

Priority 5: Program Administration

Priority 6: Homeless Prevention

PY2022 Agencies Contacted

Agency Name
The Boys Club of Cicero
CEDA
Children’s Center of Cicero-Berwyn
Cicero Youth Commission
Cicero School District #99
Community Chest of Cicero
Community Support Services
Corazon Community Services
Family Service & Mental Health Center of Cicero
J.Sterling Morton High School District #201
The President’s Office for Literacy
Sarah’s Inn
UCP Seguin Services(United Cerebral Palsy Seguin of Greater Chicago)
TOC – Clerk’s Office/Alley Repavements
TOC-Library
TOC-Health Department
TOC-Water Department
Housing Forward
BEDS, Plus Inc.
Alliance to end Homelessness
HOPE Fair Housing Center

PY2022 Applications Received

PY2022 CDBG Applications Received			
#	Name of Agency	Public Service	Public Facility
1	The Children's Center of Cicero-Berwyn	\$50,600.00	
2	The Boys Club of Cicero	\$35,000.00	
3	UCP Seguin		\$54,400.00
4	TOC – Alley Repavements		\$600,000.00
5	TOC – Community Center Ventilation Improvement		\$250,000.00
6	Family Service & Mental Health Center of Cicero	\$67,000.00	
7	J. Sterling Morton High School District #201		\$100,000.00
8	CEDA	\$53,750.00	
9	Cicero Youth Commission	\$100,000.00	
10	Community Support Services	\$21,650.00	
11	President's Office of Literacy	\$50,000.00	
	Total	\$378,000.00	\$1,004,400.00

PY2022 CDBG-CV Applications Received			
#	Name of Agency	Public Service	Public Facility
1	The Boys Club of Cicero		\$30,000.00
2	Family Service & Mental Health Center of Cicero	\$67,000.00	
3	TOC - Library		\$110,000.00
4	TOC- Inclusion Park		\$750,000.00
	Total	\$67,000.00	\$890,000.00

PY2021 ESG Applications Received			
#	Name of Agency	Public Service	Public Facility
1	Housing Forward	\$224,785.00	
2	BEDS Plus Care	\$168,525.00	
	Total	\$393,310.00	\$0.00

PY2022 ESG Applications Received			
#	Name of Agency	Public Service	Public Facility
1	Housing Forward	\$224,785.00	
2	BEDS Plus Care	\$173,276.00	
3	CEDA	\$321,000.00	
	Total	\$719,061.00	\$0.00

Town of Cicero, Illinois
Program Year 2022 Annual Action Plan

The following lists are the Proposed CDBG Projects that will be funded with CDBG funds to help continue The Town of Cicero's Community Development needs. The Town of Cicero also uses HUD's Performance Measurement Outcome Statements for each project of a Program Year.

Administration and Housing Rehabilitation Program						
Project	Agency	Project Description	Priority	Performance	Service Area	Budget
2022-0001	Town of Cicero	General Administration	5	N/A	Town-Wide	\$30,561.00
2022-0001	Town of Cicero	Staff Salaries	5	N/A	Town-Wide	\$300,000.00
2022-0002	Town of Cicero	Housing Rehab Program	1	DH-3	Town-Wide	\$130,000.00
2022-0002	Town of Cicero	Housing Staff Salaries	1	N/A	Town-Wide	\$300,000.00
2022-0002	Town of Cicero	Emergency Heat Program	1	DH-1	Town-Wide	\$50,000.00
2022-0002	Town of Cicero	Accessibility Program	1	DH-1	Town-Wide	\$25,000.00
2022-0002	Town of Cicero	Home Improvement Program	1	DH-1	Town-Wide	\$25,000.00
2022-0002	Town of Cicero	Energy Efficiency Weatherization	1	DH-1	Town-Wide	\$20,000.00
2022-0003	Town of Cicero	Lead Hazard Reduction	2	DH-3	Town-Wide	\$75,000.00
					Total	\$955,561.00

Public Services						
2022-0004	Boys Club	After School Program	3	SL-3	Town-Wide	\$30,000.00
2022-0005	Children's Center	Day Care Services	3	SL-3	Town-Wide	\$30,000.00
2022-0006	Youth Commission	After School Program	3	SL-3	Town-Wide	\$40,000.00
2022-0007	Family Services	Mental Health Services	3	SL-3	Town-Wide	\$60,000.00
2022-0008	Literacy Program	Youth Program	3	SL-3	Town-Wide	\$30,000.00
2022-0009	CEDA	Housing Counseling	3	DH-3	Town-Wide	\$10,000.00
2022-0010	Community Support Services	Handicap Services	3	SL-1	Town-Wide	\$20,000.00
					Total	\$220,000.00

Public Facilities						
2022-0011	Town of Cicero	Alley Repavement	4	SL-3	Town-Wide	494,000.00
					Total	\$494,000.00

PY 2022 CDBG Total \$1,669,561.00

Antipoverty Strategy

The Town of Cicero's strategy to eliminate poverty is to assist persons and households to obtain and keep employment. Through a general assistance program, the Town provides income maintenance and food distribution tied to participation in vocational training and job searches. Through its economic development function, the Town tends to create new employment and encourage businesses to use Cicero residents as a first source for its labor needs.

Non-homeless Special Needs (91.220 (c) and (e))

Services to this particular population require the coordination and collaboration of both governmental and non-for-profit agencies. Persons served include the developmentally disabled, the mentally ill, victims of domestic violence, victims of sexual abuse, and youths in need of daycare services, after school programs, summer programs, and cultural awareness programs.

Specific HOPWA Objectives

Not Applicable

Rationale for Geographic Distribution of Assistance

The Town of Cicero does not specifically target any particular area for CDBG assistance. As seen from the Town of Cicero's Census Tract Data, all but one (1) census tract have low/mod concentrations greater than 50%. Using this information, The Town of Cicero has adopted the policy to offer CDBG assistance "Town Wide". If demographics change within the boundaries of Town of Cicero, the local government will revisit this policy and amend as needed, to ensure those who need assistance most will benefit from the programs offered.

Under-served Needs

Funding seems to be the largest obstacle for under-served needs, as well as building collaborative relationships with outside agencies.

The Town of Cicero's Grant Writer is working closely with the Department of Housing and will be able to determine the unmet needs in order to apply for outside funding. The Grant Writer will also be instrumental in developing our next strategic plan, and performing a local needs assessment.

The Town of Cicero Department of Housing CDBG staff continues to work on building collaborative relationships with outside agencies such as PADS, the Continuum of Care, Cook County, and neighboring communities.

Forming collaborative relationships will allow all parties to strategically plan, and take a proactive approach to issues rather a reactive stance. Needs are not isolated to individual communities, and most issues tend to be regional. By forming regional relationships, communities can share success stories, and learn from one another.

XI. CERTIFICATIONS/Applications

1. Form SF-424-Application for Federal Assistance
2. Certifications

XII. EXHIBITS

- | | |
|--------------------|--|
| Exhibit 1. | PY2022 Projects |
| Exhibit 2. | Table 2C/3A |
| Exhibit 3. | Housing Needs Table/Housing Market Analysis |
| Exhibit 4. | Continuum of Care Homeless Population/Subpopulation Chart |
| Exhibit 5. | Non-Homeless Special Needs |
| Exhibit 6. | Housing and Community Development Needs |
| Exhibit 7. | Summary of Specific Annual Objectives |
| Exhibit 8. | Correspondence |
| Exhibit 9. | Notice of Public Hearings |
| Exhibit 10. | Public Hearing Minutes |
| Exhibit 11. | ESG Focus Group Meetings |
| Exhibit 12. | Resolution |



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Chicago Field Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF COMMUNITY PLANNING & DEVELOPMENT

August 23, 2022

Mr. Tom Tomschin
Executive Director, Department of Housing
Town of Cicero
1634 South Laramie
Cicero, IL 60804

SUBJECT: Fiscal Year 2022 Annual Action Plan
Notification of Disapproval of 2022 Annual Action Plan

Dear Mr. Tomschin:

This letter serves as official notification of the disapproval of the Town of Cicero’s Fiscal Year 2022 Annual Action Plan which was received by HUD on August 12, 2022. Based on the review, it has been determined that the plan is substantially incomplete and fails to include all required elements of 24 CFR Part 91. Deficiencies were noted for the following: Citizen Participation as per below:

1. The Town of Cicero published notice for its Fiscal Year 2022 Annual Action Plan on June 12, 2022 and included a notice of public hearing to take place on July 12, 2022. The hearing requirement was satisfied.
2. The public notice did not contain any language regarding the required 30-day public comment period; therefore, the Town is required to republish a public notice with an appropriately noticed 30-day public comment period.

In order to remedy HUD’s disapproval of the Plan, resubmit the Plan demonstrating compliance with the above information **within 45 days of the date of this letter**. This includes documentation to support adherence to citizen participation requirements, and proper publication. We are available to provide technical assistance during this process and will respond within 30 days of receiving the revisions or resubmission.

If you have any questions or need further information or assistance, please contact CPD Representative Elizabeth Dunn at Elizabeth.Dunn@hud.gov.

Sincerely,

**DONALD
KATHAN**

Donald Kathan
Director

Digitally signed by DONALD KATHAN
DN: CN = DONALD KATHAN C = US O
= U.S. Government OU = Department
of Housing and Urban Development,
Office of Community Planning and
Development
Date: 2022.08.23 18:30:15 -05'00'



RE: <External Message> Public Notice Updated

1 message

Steele-Dunn, Elizabeth L <Elizabeth.Dunn@hud.gov>
To: Tom Tomschin <tomschin@thetownofcicero.com>

Tue, Jul 26, 2022 at 4:02 PM

This is PERFECT! Re-use this one next year with different dates ☺ (unless of course guidance drastically changes)

Elizabeth Dunn

Community Planning and Development Representative
U.S. Department of Housing and Urban Development
Community Planning and Development
77 West Jackson Blvd, Room 2401
Chicago, IL 60604
(312) 353-5417 (fax)
E-Mail: Elizabeth.Dunn@hud.gov
Website: www.hud.gov



From: Tom Tomschin <tomschin@thetownofcicero.com>
Sent: Tuesday, July 26, 2022 3:57 PM
To: Steele-Dunn, Elizabeth L <Elizabeth.Dunn@hud.gov>
Subject: <External Message> Public Notice Updated

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Elizabeth...

Please see attached UPDATED public notice for our PY2022 AAP. The goal is to publish this in Thursday's Lawndale News. We need to submit to them by noon tomorrow, to make that publication deadline. If not, the days will change to reflect a Sunday publication date.

Please review and advise.

Thanks for this!

—

Tom M. Tomschin, MPA
Executive Director

Town of Cicero
Department of Housing
P: 708-656-3600
E: tomschin@thetownofcicero.com

W: <https://thetownofcicero.com/departments/housing-department/>





RE: Town's 2022 Action Plan Public Notice

1 message

Mon, Jul 25, 2022 at 3:17 PM

Steele-Dunn, Elizabeth L <Elizabeth.Dunn@hud.gov>
To: Tom Tomschin <tomschin@thetownofcicero.com>, Jose Alanis <jalanis@thetownofcicero.com>
Cc: "CIAMPI, SARAH L" <SARAH.L.CIAMPI@hud.gov>

Hi Tom and Jose
Good afternoon. Unfortunately, this public notice as attached is not acceptable. As previously discussed with Sarah last year and discussed at the June 2022 training, the public notice needs to have 2 things clearly stated:

1. Comment period starts (insert date) and ends (insert date).
2. Public Hearing will be held on (insert date) at (insert time).

Since the publication is not acceptable, the Public Hearing will need to be scheduled again, advertised with a new publication with a 30-day comment period, and public comment accepted. HUD strongly advises the Town to schedule the public hearing and republish as soon as possible.

While the Town's Action Plan will automatically be rejected upon submission, please submit the Action Plan and coordinate with the County as soon as you are ready with the signed documents.

Sarah – please add your thoughts and comments.

Thank you,

Elizabeth

Elizabeth Dunn

Community Planning and Development Representative
U.S. Department of Housing and Urban Development
Community Planning and Development
77 West Jackson Blvd, Room 2401
Chicago, IL 60604
(312) 353-5417 (fax)
E-Mail: Elizabeth.Dunn@hud.gov
Website: www.hud.gov



From: Tom Tomschin <tomschin@thetownofcicero.com>
Sent: Monday, July 25, 2022 2:46 PM
To: Steele-Dunn, Elizabeth L <Elizabeth.Dunn@hud.gov>; Jose Alanis <jalanis@thetownofcicero.com>
Subject: Re: <External Message> Town's SF-424, SF-424D & Certs

Good afternoon,

Our standard public notice was published on June 12, and we held our public hearing for in person or written comments was held on July 12, 30 days from the publication date. The notice also outlines where copies of the draft plan are available. It should have been the last attachment in the email that was sent with the certs.

TMT

On Mon, Jul 25, 2022 at 2:17 PM Steele-Dunn, Elizabeth L <Elizabeth.Dunn@hud.gov> wrote:

Good afternoon Tom and Jose –

Is there a Public Notice that outlines a 30-day comment period? Am I missing something?

Also, do you have a copy of the signed certifications?

Please advise.

Thank you,

Elizabeth

Elizabeth Dunn

Community Planning and Development Representative
U.S. Department of Housing and Urban Development
Community Planning and Development
77 West Jackson Blvd, Room 2401
Chicago, IL 60604
(312) 353-5417 (fax)
E-Mail: Elizabeth.Dunn@hud.gov
Website: www.hud.gov



From: Jose Alanis <jalanis@thetownofcicero.com>
Sent: Tuesday, July 12, 2022 3:27 PM
To: Steele-Dunn, Elizabeth L <Elizabeth.Dunn@hud.gov>
Cc: Tom Tomschin <tomschin@thetownofcicero.com>
Subject: <External Message> Town's SF-424, SF-424D & Certs

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Hello Elizabeth,

Attached for your review are the unsigned SF-424, SF-424D and certifications that we will be submitting along with the Annual Action Plan. These attachments are not signed since the Action Plan approval will be in consideration at the Tuesday, July 26, 2022 Board Meeting. Once approved, the Town President will sign all required documents.

I'm also attaching our Public Notice for your view as well. We held our Public Hearing for the AAP today and are working on compiling the comments received and creating the minutes of the hearing.

Let me know if you have any questions.

Thanks,

--


Jose Alanis
Grant Administrator
Town of Cicero
Department of Housing
1634 S Laramie Ave.
Cicero, IL 60804
P: 708-656-8223
E: jalanis@thetownofcicero.com

--

Tom M. Tomschin, MPA
Executive Director

Town of Cicero
Department of Housing
P: 708-656-3600
E: tomschin@thetownofcicero.com
W: <https://thetownofcicero.com/departments/housing-department/>



 **AAP Public Notice.pdf**
53K

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
TOWN OF CICERO, ILLINOIS
And
COMCAST OF ILLINOIS IV, INC.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Cicero, Illinois (hereinafter, the “Town”) and Comcast of Illinois IV, Inc., (hereinafter, “Grantee”) this ____ day of _____, 2022 (the “Effective Date”).

The Town, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Town’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521, *et seq.*, as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the

Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Town, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Town as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois IV, Inc.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Town’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber

revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C., 324 F.3d 802 (5th Cir. 2003)*.

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Town.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Town, the public, and educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any Town residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. § 531 and this Agreement.

“Public Way” shall mean, pursuant and in addition to the Town’s Right-of-Way Ordinance (Article IX, Chapter 82, entitled “Standards for the Construction of Facilities in Rights-of-Way,” of the Code of Ordinances of the Town of Cicero, Illinois), the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town in the Franchise Area, which shall entitle the Town and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Town within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Town and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

“Right of Way Ordinance” shall mean Article IX, Chapter 82, entitled “Standards for the Construction of Facilities in Rights-of-Way,” of the Code of Ordinances of the Town of Cicero, Illinois, as may be amended from time to time.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Town” means the Town of Cicero, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Town Code” means the Code of Ordinances of the Town of Cicero, Illinois.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. _____ approving and authorizing the execution of this Agreement, the Town hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Town of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Town pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Town to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Town, or (C) be construed as a waiver or release of the rights of the Town in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Town grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with 65 ILCS 5/11-42-11(e).

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Town proposing to serve the Franchise Area, in whole or in part, the Town shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.7. Parking Restrictions. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Town while used in the course of installation, repair and maintenance work on the Cable System.

2.8 Exemption from Utility Facility Application Fees. So long as Grantee remains current with the payment of Franchise Fees pursuant to Section 5 of this agreement, Grantee will be exempt from paying the Utility Facility Application Fee outlined in Article IX, Section 82-341(f) of the Code of Ordinances of the Town of Cicero, Illinois as may be amended from time to time.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Article IX, Chapter 82, entitled "Standards for the Construction of Facilities in Rights-of-Way," of the Code of Ordinances of the Town of Cicero, Illinois, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Town requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Town shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate

notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation). The Grantee hereby assures the Town that access to its Cable Service will not be denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Town in conducting inspections related to these standards upon reasonable prior written request from the Town based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Town shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Town shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Town's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Town may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the Town may unilaterally amend Attachment A to add or remove locations provided any additional locations are "eligible" under 220 ILCS. 5/22 501(f). The Town shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The Town must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Town agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Town, its employees or agents in using such system.

4.8. Customer Service Obligations. The Town and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 92, Article II of the Code of Ordinances of the Town of Cicero, Illinois. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Town

5.1. Franchise Fees. The Grantee shall pay to the Town a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Town shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Town to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Town to increase the Franchise Fee above five percent (5%), and the Town actually proposes to increase the Franchise Fee in exercise of such authority, the Town may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Town shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Town) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Town increases said Franchise Fee, the Grantee shall notify its Subscribers of the Town's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Town to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Town pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Town approves the amendment by ordinance; and (c) the Town notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Town and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal

Franchise Fee Review; Requests for Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the Town shall provide on an annual basis, a complete list of addresses within the corporate limits of the Town. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. **Proprietary Information.** Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Town agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Town that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Town has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Town shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Town from and against any claims arising from the Town’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Town with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Town, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Town containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Town shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Town has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Town may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Town's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Town certificates of insurance in accordance with Chapter 82, Article IX, Section 82-345 entitled "Standards for the Construction of Facilities in Rights-of-Way," of the Code of Ordinances of the Town of Cicero, Illinois.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Town, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Town. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Town shall give the Grantee timely written notice of its obligation to indemnify and defend the Town after the Town's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Town. If the Town elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Town shall be the responsibility of the Town.

7.2.1. The Grantee shall not indemnify the Town for any liabilities, damages, costs or expense resulting from any conduct for which the Town, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Town by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Town's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the Town and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The Town's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of PEG Access Channel. The Town shall be responsible for the content the Town or its designee provides over the designated Public Access Channel and for establishing, and thereafter enforcing, rules for any non-commercial use of the PEG Access Channel and to promote the viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. The PEG Access Channel is, and shall be, operated by the Town or its designee. The Town shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the Town determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from the Town or any other Town designated location(s) (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Town determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Town will give the Grantee written notice detailing the point of origination and the capability sought by the Town. The Grantee agrees to submit a cost estimate to implement the Town's plan within a reasonable period of time not exceeding sixty (60) days. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within one hundred and twenty (120) days or such other period of time as mutually agreed to by the Parties.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the Town to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. At its sole discretion, the Town may designate PEG access capital projects to be funded by the Town as set forth herein. The Town shall send written notice of the Town's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-

five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a copy of the Town's annual budget describing the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment, which budget may be amended from time to time as the Town determines necessary. The Town shall, from time to time, provide the Grantee with an annual Capital Plan setting forth the expenditures for capital facilities and/or equipment to be made within the fiscal year. The Grantee may review and comment on the compatibility of any facilities and/or equipment to be acquired by the Town's within 30 days of the Grantee's receipt of the Capital Plan, but such review shall not affect the collection and payment of PEG Capital Fees. The capital payments shall be expended for PEG facilities and equipment. Upon the request of the Grantee, the Town shall provide documentation on all expenditures of PEG Capital Fees. Consistent with the description of the intended utilization of the PEG Capital Fee, the Town shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Town to make large capital expenditures, if necessary, provided that any funds remaining at the end of the term of this Agreement shall be used by the Town for PEG Capital obligations during the subsequent Franchise renewal. Moreover, if the Town chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Town shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Town's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Town shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7.2. Grantee and Town agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.8. Grantee Use of Unused Time. Because the Town and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Town does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the Town upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be

viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Town believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Town's written notice: (A) to respond to the Town, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Town of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Town determines that the Grantee is in default of any material provision of the Franchise, the Town may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Town shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Town has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Town shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Town shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Town shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Town shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Town's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Town’s ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Town as Chapter 92, Article II of the Code of Ordinances of the Town of Cicero, Illinois; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 82, Article IX, of the Code of Ordinances of the Town of Cicero, Illinois, to enforce the Grantee’s compliance with the Town’s requirements regarding “Construction of Utility Facilities in the Rights-of-Way”. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Town to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Town.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Town:

Town of Cicero
4949 West Cermak Road
Cicero, Illinois 60804
Attn: Town President

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, IL 60173
Attn: Director, Government Affairs

With a Copy to:

Del Galdo Law Group, LLC
Attn: Michael Del Galdo

1441 South Harlem Avenue

Berwyn, IL 60402
Email: delgaldo@dlglawgroup.com

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Town may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and the Grantee, which amendment shall be authorized on behalf of the Town through the adoption of an appropriate ordinance or resolution by the Town, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated in writing.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Town that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Town that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Town of Cicero, Illinois:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of Illinois IV, Inc.:

By:  _____

Name: John Crowley

Title: RSVP

Date: 9-5-22

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH COMCAST OF ILLINOIS IV, INC. TO PROVIDE 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 keeping the residents of the Town informed about important developments within the Town and throughout the world; and

WHEREAS, previously, the Town entered into an agreement with Comcast of Illinois IV, Inc. (“Comcast”) whereby the Town granted Comcast a nonexclusive franchise so that Comcast could construct, maintain, and operate a cable system in the public ways of the Town; and

WHEREAS, the Corporate Authorities have determined that Comcast has sufficient financial, legal, and technical abilities to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the Town; and

WHEREAS, Comcast has provided the Town with a franchise agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the general terms, covenants, and conditions under which the Town will continue to grant Comcast a franchise to operate, construct, and maintain a cable system within the Town’s public ways; and

WHEREAS, to ensure that residents of the Town continue to receive and have access to cable television, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into an agreement with terms substantially the same as the terms of the Agreement; and

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 the Agreement whereby the Town will grant Comcast a franchise to operate,

construct, and maintain a cable system within the Town's public ways in accordance with the terms of the Agreement to ensure that residents of the Town continue to receive and have access to cable television, to further authorize the President to take 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 3.0 Authorization.

That 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 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 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 Resolution. 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 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 services sought 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 _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 Maria Punzo-Arias
 TOWN CLERK

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH FLASHING THUNDER FIREWORKS TO PROVIDE 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 was in the best interests of the Town and its residents to sponsor a special event on or about September 18, 2022 (the “Special Event”); and

WHEREAS, in connection with the Special Event, the Town will provide certain activities including, without limitation, a fireworks display; and

WHEREAS, Flashing Thunder Fireworks (“Flashing Thunder”) provided the Town with an Agreement for a fireworks display (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which Flashing Thunder will provide the professional fireworks display to the Town; and

WHEREAS, to ensure that the fireworks display is provided in a safe manner, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into 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 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 and approve the Agreement whereby Flashing Thunder will provide a

professional fireworks display to the Town in accordance with the terms of the Agreement, 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 3.0 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 action taken to effectuate the intent of this Resolution. 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. 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 fireworks display 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 _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this 27th day of August, 2022, by and between **Flashing Thunder Fireworks**, whose principal place of business is Mitchell, Iowa, sometimes hereinafter referred to as **Provider**; and **Town of Cicero**, Illinois for sometimes hereinafter referred to as **Client or Sponsor**, WITNESSETH: WHEREAS, Flashing Thunder Fireworks was the successful bidder for the pyrotechnic display (hereafter “fireworks display”) **to be performed and displayed on September 18, 2022** for Client, and WHEREAS, Flashing Thunder Fireworks is to perform the fireworks display in a manner consistent with the highest degree of care with respect to the safety of spectators, its employees and the improvements located in the area where the fireworks will be set off, and WHEREAS, in exchange for Flashing Thunder Fireworks performing the fireworks display, Flashing Thunder Fireworks shall be entitled to the payment of the successfully bid amount of **\$17,500.00, (Seventeen Thousand Five Hundred USD)**, inclusive of tax, payable as hereafter provided.

NOW THEREFORE, the parties hereto agree as follows:

Provider’s responsibilities with respect to fireworks display:

Seller agrees to provide all necessary fireworks, fireworks display materials and equipment, and the personnel necessary to perform the fireworks display in a timely fashion and in accordance with the bid previously submitted by Provider. Provider further submits that the display will be 100% electrically fired, that the equipment used will equal or exceed the specifications of those recommended by the National Fire Protection Association and that the fireworks used will be from those manufacturers widely recognized and accepted as being of the highest quality in the pyrotechnic industry. Provider shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the display other than the issues for which Client is responsible. Provider shall provide licensed, experienced, professional pyro-technicians, who will deliver, set up, discharge and dismantle the fireworks display. The pyro-technicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time of the completion of the display, etc. Provider shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and shall be responsible for the cost thereof.

Client’s responsibilities with respect to fireworks display:

Client agrees to **(a)** provide a sufficient area for the display, including a minimum spectator set back as determined by Provider, **(b)** provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, **(c)** arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., **(d)** arrange fire protection and emergency medical care for the health and safety of spectators and the public,

(e) if possible allow access to the display site as early as September 17, 2022 at 8:00 a.m. and (f) remove of hazardous debris, trash and clean-up of immediate shoot site will be done by Flashing Thunder.

Compensation and Terms to Provider: Client shall pay to Provider the amount of **\$17,500.00 (Seventeen Thousand Five Hundred USD)**. The sum shall be paid to Anthony A. Rainero C/O Flashing Thunder Fireworks (Provider) at time of display date but due no later than September 30, 2022. Any balance that is not paid by the due date shall bear interest at 12% per annum.

Weather, election to postpone/cancel: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is forecast on the day the display is scheduled to occur, the event may be cancelled by mutual agreement of the parties prior to set up. Shall the display arrive with a crew, or be set up and then cancelled due to weather, or by any person or agency authorized to cancel the display provider gets paid \$ 5,000.00 in liquidated damages. If the display is cancelled 24 hours prior, \$ 2,000.00 shall be paid in liquidated damages for labor reimbursement and anticipated delivery. There is no set rain date, however, one may be negotiated by the parties if so desired by sponsor.

Insurance: Provider will issue the client and those individuals or entities the client chooses to indemnify (additionally insured), **an insurance certificate** (as part of the display expense) **outlining coverage in the amount of \$5,000,000.00 (FIVE MILLION DOLLARS US)** to cover liability associated with the fireworks display. Provider warrants that it maintains worker's compensation insurance on its employees.

Liability:

Performance: Provider shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Provider shall use its best efforts to ensure that the display will proceed as planned and on time.

Harm to third parties or property: Provider shall not be liable for harm to any spectators, third parties, or improvements or property in the vicinity of the fireworks display except for negligence. Provider assures that it will use its best efforts to avoid any such harm and that it maintains/has obtained insurance coverage (refer to insurance certificate) to cover any such harm pursuant to the foregoing section.

Indemnification: Provider agrees to indemnify and hold Client harmless for any liability to third parties caused in whole or in part by a failure by Client to perform its obligations hereunder, except that caused by provider's own negligence.

No partnership or joint venture: The parties agree that Provider is a sub-contractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display is left to the sole discretion of Provider.

General Provisions

Binding Effect on Representatives and Successors: This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, and successors and assigns to the parties hereto.

Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein. Each party acknowledges that it is not relying upon any representation made by the other party unless such representation is contained in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Assignment: Without the prior written consent of the other party, neither party shall: Assign, transfer, pledge or hypothecate this agreement, the property or any part thereof, or any interest therein; Sublet or lend the property or any part thereof.

Attorney's Fees: In the event that any action is filed in relation to the terms of this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, the reasonable sum for the successful party's attorney's fees.

Modification: Subsequent amendments, modification, or releases from any provision of this agreement shall be binding only if in writing and signed by all parties.

Time of Essence: Time is of the essence of this agreement.

Severability: If any provision of this agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from this agreement, but such invalidity shall not affect the other provisions that can be given effect without the invalid provisions.

Authority: Each party signing this Agreement represents that they are fully authorized by the entity for which they are acting in executing this Agreement.

Headings: Headings or titles to sections or paragraphs of this agreement are solely for the convenience of the parties and shall have no effect whatsoever on the interpretation of the provisions of this agreement.

References to Gender: Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If any party or parties herein shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this Agreement has been executed this 27th day of August, 2022.

PROVIDER

Flashing Thunder Fireworks

CLIENT/SPONSOR

Town of Cicero

Signature of Authorizing Official

Title/Office of Authorizing Party

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A RIDER TO THE AGREEMENT WITH GAMMA TEAM SECURITY TO PROVIDE 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 have determined that it is in the best interests of the Town and its residents to sponsor numerous special events in the Town on various dates (the “Special Events”); and

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

WHEREAS, Gamma Team Security (“Gamma”) previously provided the Town with an Agreement for the Security Services (the “Agreement”), incorporated herein by reference, which set forth the terms, covenants, and conditions under which Gamma provides the Security Services at the Special Events; and

WHEREAS, Gamma and the Town now desire to amend the Agreement and extend its term, and therefore Gamma has provided the Town with a rider to amend the Agreement (the “Rider”), attached hereto and incorporated herein as Exhibit A; 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, and enter into an agreement with terms substantially the same as the terms of the Rider; 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 and approve the Rider, whereby Gamma will continue to provide Security Services to the Town in accordance with the terms of the Agreement and the Rider, 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 to ratify 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, 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 _____, 2022, 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 _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

**RIDER TO THE SECURITY SERVICES AGREEMENT BETWEEN GAMMA
TEAM SECURITY 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 Gamma Team Security Inc. (“GTS”) and the Town of Cicero, Cook County, Illinois (the “Town”) on the 30 day of August, 2022 (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 GTS (each, a “Party” and collectively, the “Parties”) to amend the Agreement as follows:

- R-1. Integration. 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. Services/Selection. Section 3 Services/Selection shall be deleted in its entirety and replaced as follows:
- (A) GTS agrees to furnish (11) unarmed , uniformed licensed security officers for \$27 -per an hour, and (1) Manager - \$30 per hour to the Client to perform the services listed in subsection 3(B) below in such number(s), at such times (R3), and at such locations as the parties mutually agree upon from time to time in writing. GTS personnel shall conform to the rules, regulations and duties as set forth in GTS policies, the rules and procedures as contained in the Post Orders, and Client’s policies, at the specific site location where the security services are to be performed.
 - (B) The security officers furnished by GTS to Client shall provide security services and security presence at Client’s special events and programs, and shall protect Client’s visitors, employees, and property. GTS 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. GTS Security officers may, in the event of a security breach, act to ensure the safety of Client’s employees, visitors, and property.
 - (C) In the event Client requests any employee to perform duties other than those mutually agreed to in writing and set forth in Post Orders, or requires that GTS personnel perform first aid treatment, bodily searches of personnel or visitors of Client, and any duties or responsibilities that require the operation of Client's business equipment, machinery, processes or systems which are

not consistent with or related to the security services which this Agreement is designed to provide, then Client assumes all liability for and to the fullest extent permitted by law, agrees to defend, indemnify and hold harmless GTS, its assigns, successors, officers, agents and employees from and against any and all damages, injuries, actions, judgments expense, (including reasonable attorney fees) resulting from or arising from the performance of such additional duties and responsibilities, except for the negligence of GTS or any other party.

(D) GTS warrants and represents that GTS Security officers selected and assigned to Client have successfully completed the screening process established by GTS. The screening process includes, but is not limited to the following: verification of employment history, verification of educational requirements, checking criminal background and conducting postemployment drug screens prior to the assignment of the security officer at the Client's facility. GTS warrants that all of the GTS Security officers selected and assigned to the Client will be licensed by the Illinois Department of Financial and Professional Regulation GTS warrants and represents that it conducts criminal background checks on all GTS 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) and the provisions of Events for the Town of Cicero

R-3. Start Date and Compensation. The Start Date and Compensation Section shall be amended as follows by striking out rejected language and adding additional underlined language as follows:

Start Date: August 30 2022

Hours are: Thursday 4pm-10pm
Friday 4pm-11pm
Saturday 11am-11pm
Sunday 11am-11pm

Dates:

10/06/2022

10/07/2022

10/08/2022

10/09/2022

GTS shall invoice Client after completion of each event. All payments made by Client to GTS Inc. shall be due within ten business days (10) days of invoice date. All payments made hereunder shall be in accordance with the Illinois Prompt Payment Act (30 ILCS 540/0.01).

R-4. Insurance. Section 7 Insurance shall be amended by inserting the following language.

GTS shall list Client under the abovementioned 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 Client or by its agents or employees, shall be excess and not contributory insurance to that provided by GTS.

R-5. Indemnification. The Indemnification Section shall be deleted in its entirety and replaced as follows:

GTS agrees to and shall defend, indemnify and hold Client, 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 GTS or its officers, employees, agents, independent contractors, or representatives. Notwithstanding any other contrary provision contained herein, the GTS’s obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted under Illinois and Federal law.

R-6. Default. Section 15 Default shall be deleted in its entirety and replaced as follows:

GTS reserves the right to terminate this Agreement: (1) For nonpayment by Client for any monies or costs which are not paid in excess of forty-five (45) days of the

due date or (2) Failure by Client to furnish GTS with access to the Locations to commence service on the Service Date. The parties agree that in the event of such delinquency, GTS shall notify Client in writing and such notice shall demand that Client immediately pay all monies or costs previously owed. Should Client fail to cure such non payment within ten (10) days of this notice, then GTS may declare Client in default, and thereby immediately cease all further services on behalf of Client.

R 7 Assignment Section 25 Assignment shall be deleted in its entirety and replaced as follows:

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-8. Effective Date. Section 31 Effective Date shall be amended by changing the effective date to December 31, 2022.

R-9. Entirety and Binding Effect. 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 10 Severability. 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-11. Authority to Execute. 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-12. Counterparts. 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-13. Entire Agreement. This Rider and the Agreement represents the entire and integrated agreement between the Town and GTS 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.

(Signature page to follow)

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
Town of Cicero



By:

Representative
Gamma Team Security Inc.

08/30/2022

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING CERTAIN INVOICES FROM STANDARD EQUIPMENT COMPANY 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 ensuring the safety and well-being of Town residents; and

WHEREAS, Standard Equipment Company (“Standard”) has provided the Town with certain invoices (the “Invoices”), attached hereto and incorporated herein as Exhibit A, whereby Standard has provided necessary repairs and maintenance services (the “Services”) to vehicles and equipment for the Town’s Water Department (the “Department”); and

WHEREAS, the Department has the necessary funds in its budget to purchase the Services in accordance with the terms of the Invoices; 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 Invoices 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 Invoices 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 Invoices 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 Services contained within the Invoices are 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 _____, 2022, 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 _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



www.standardequipment.com
sales@standardequipment.com

625 S IL Route 83
Elmhurst, IL 60126-4200
Phone: (312) 829-1919

Ship To: SAME AS BELOW

Branch Elmhurst			*REPRINT*		
Date 03/30/22	Time 22:00:31 (B)		Page 01		
Account No CICER001	Phone No 7086563600	Inv No W07780			
Ship Via		Purchase Order			
Tax ID No E9998184103					
				Salesperson 405	

Invoice To: CICERO, TOWN OF
4949 CERMAK RD
CICERO IL 60804

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
3131	VACTOR 2100 PLUS 2100 PLUS		X 16-05V-16214 11549 3HAWNSUT5HL654529		
SEGMENT# 1 C 307	NA		01/10/22 01/10/22 01/31/22		
RODDER PUMP LEAKS AT WEEP HOLE					17.53 HRS

COMPLAINT:

NOTE

ALL PARTS ARE OEM FROM VACTOR MANUFACTURING

ATTN: lido 708/288-0774

WE ARE SUBMITTING AN ESTIMATE TO REPLACE THE RODDER PUMP ON YOUR VACTOR SEWER UNIT, AS EXPLAINED BY BENNY THE RODDER PUMP IS LEAKING THROUGH THE WEEP HOLE. THIS INDICATES THE CENTER WATER BARREL IS WORN, LETTING THIS GO TO LONG WILL POSSIBLY GET WATER INTO THE HYD SIDE OF THE SYSTEM AND COULD CAUSE FURTHER DAMAGE TO THE SYSTEM. WE WILL REMOVE THE WORN RODDER PUMP AND INSTALL NEW PUMP. WHEN THE REPAIR IS COMPLETE WE WILL TEST TO ENSURE IT OPERATES AT VACTOR SPEC, TOP OFF HYD FLUID.

CORRECTION:

307/327 2/26/22 REMOVED THE LADDER AND TUBE RACK. REMOVED AND

PLUGGED THE WATER AND HYDRAULIC LINES GOING TO THE PUMP. REMOVED THE WATER FEED AND CHECK VALVES. REMOVED THE HARDWARE HOLDING THE SADDLE MOUNT TO THE HEAT EXCHANGERS. REMOVED THE WIRING. SET UP A SKID TO SET THE PUMP ON. REMOVED HARDWARE HOLDING PUMP TO THE FRAME. SET PUMP ON THE BENCH.

307/327 2/28/22 BEGAN DISASSEMBLY OF THE VICKERS VALVE AND MANIFOLD. CLEANED AND REPLACED O-RINGS. BROUGHT OVER NEW PUMP AND TRANSFERRED THEM OVER TO THE NEW PUMP WITH NEW

CONTINUED ON PAGE 02

TERMS: NET 30 DAYS OF INVOICE DATE, UNLESS OTHERWISE SPECIFIED

Accounts over 30 days are subject to a 1 1/2 % service charge (annual rate of 18%), and all costs of collection including reasonable attorneys' fees.

This invoice is deemed correct unless errors are reported in writing to Standard Equipment Company within 10 days of the date hereof.

PLEASE REMIT TO:
STANDARD EQUIPMENT COMPANY
P.O. BOX 1235
BEDFORD PARK, IL 60499-1235

X

Received By



www.standardequipment.com
sales@standardequipment.com

625 S IL Route 83
Elmhurst, IL 60126-4200
Phone: (312) 829-1919

Ship To: SAME AS BELOW

Branch Elmhurst		
Date 03/30/22	Time 22:00:31 (B)	Page 03
Account No CICER001	Phone No 7086563600	Inv No W07780
Ship Via	Purchase Order	
Tax ID No E9998184103		
		Salesperson 405

Invoice To: CICERO, TOWN OF
4949 CERMAK RD
CICERO IL 60804

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
3131		X 16-05V-16214		
VACTOR 2100 PLUS 2100 PLUS	11549	3HAWNSUT5HL654529		

COMPLAINT:

WE FOUND SEVERAL BALL VALVES ARE BYPASSING ON THE UNIT. ONCE ALL BALL VALVES ARE REPLACED WE WILL TEST TO ENSURE PRESSURE IS OPERATING AT VACTOR SPEC.

CORRECTION:

307/327 3/1/22 REPLACED ALL BALL VALVES. TRANSFERRED OVER THE ORIGINAL FITTINGS. REPLACED THE DRAIN VALVES FOR THE HEAT EXCHANGER AND RODDER PUMP.

307/327 3/3/22 I REPLACED THE HYDRO FILTER. HAD TO REMOVE THE HOUSING AND TAKE IT APART ON THE BENCH. REINSTALLED IT AND TOPPED OFF OIL.

307 3/9/22 RAN THE UNIT, TESTED THE VALVES. NOT BYPASSING. RODDER PUMP IS 80 GPM @2500 PSI

W974	TEFLON TAPE	1	3.36	3.36
40030	BALL VALVE - 1/	2	14.56	29.12
40575	VALVE, BALL, 1/2,	5	63.23	316.15
40576	VALVE, BALL, 1"	1	132.63	132.63
40576F	BALL VALVE, SAE#	1 N	157.34	157.34
46581	BALL VALVE - 3/	1	140.54	140.54
46846D	GAUGE, PRESS, 0-5	1	26.22	26.22
507577	DECAL ACCUMULAT	1 N	11.36	11.36
78	RUST PENETRANT	1	4.97	4.97
			PARTS	821.69
			LABOR	1623.83
12100001			SEGMENT TOTAL==>	2445.52

SEGMENT# 3 C 174 NA 01/10/22 01/10/22 01/31/22
replace 700 foot of rodder hose with fitting

5.26 HRS

COMPLAINT:

WE WILL REPLACE THE WORN RODDER HOSE ON FRONT REEL AND TEST

CONTINUED ON PAGE 04

TERMS: NET 30 DAYS OF INVOICE DATE, UNLESS OTHERWISE SPECIFIED

Accounts over 30 days are subject to a 1 1/2 % service charge (annual rate of 18%), and all costs of collection including reasonable attorneys' fees.

This invoice is deemed correct unless errors are reported in writing to Standard Equipment Company within 10 days of the date hereof.

PLEASE REMIT TO:
STANDARD EQUIPMENT COMPANY
P.O. BOX 1235
BEDEFORD PARK, IL 60499-1235

X

Received By



www.standardequipment.com
sales@standardequipment.com

625 S IL Route 83
Elmhurst, IL 60126-4200
Phone: (312) 829-1919

Ship To: SAME AS BELOW

Branch Elmhurst		
Date 03/30/22	Time 22:00:31 (B)	Page 05
Account No CICER001	Phone No 7086563600	Inv No W07780
Ship Via	Purchase Order	
Tax ID No E9998184103		
	Salesperson 405	

Invoice To: CICERO, TOWN OF
4949 CERMAK RD
CICERO IL 60804

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
3131	VACTOR 2100 PLUS 2100 PLUS	X 16-05V-16214 11549 3HAWNSUT5HL654529	01/10/22 03/02/22 01/31/22	1.09 HRS
SEGMENT# 5 C 307 NA	clean vacuum breaker weldment			
<u>COMPLAINT:</u> WE WILL DESCALE THE WELDMENT TO ENSURE WHEN THE OPTION IS ENGAGED IT WILL OPERATE AT FACTORY SPEC.				
<u>CORRECTION:</u> 307 CLEAN THE AREA. STILL WASN'T MOVING FREELY. FOUND THE BREATHERS FOR THE MAC VALVE WERE CLOGGED. I REPLACED THEM IT WAS NOT MOVING. WILL TEST WHEN UNIT IS DONE. 307 3/9/22 TESTED UNIT UNDER VACUUM ADJUSTED THE GAP AT THE RELIEF. IT IS WORKING CORRECTLY AT THIS TIME.				
43049	FILTER VENT 1/4	2	4.72	9.44
			PARTS	9.44
			LABOR	184.76
12100001			SEGMENT TOTAL==>	194.20
SEGMENT# 6 C CUST NA		01/10/22 01/10/22 01/31/22		
REPLACE DRAIN HOSES ON BOTTOM OF FAN HOUSINGS				
<u>COMPLAINT:</u> REPLACE BOTH DRAIN HOSES AT THE BOTTOM OF THE FAN HOUSINGS TO DRAIN OFF CARRY OVER INTO THE FANS.				
FRT	FREIGHT	1	78.47	78.47
45825	HOSE - WATER 2	6	4.75	28.50
49485A	HOSE-REEL PLAST	1 X		
5000	MISC, CLAMP	2	1.92	3.84
			PARTS	110.81
12100001			SEGMENT TOTAL==>	110.81
SEGMENT# 7 C 307 NA		01/10/22 03/01/22 01/31/22		
REPAIR AIR LEAK AT FRAME AREA				
			4.63 HRS	

CONTINUED ON PAGE 06

TERMS: NET 30 DAYS OF INVOICE DATE, UNLESS OTHERWISE SPECIFIED

Accounts over 30 days are subject to a 1 1/2 % service charge (annual rate of 18%), and all costs of collection including reasonable attorneys' fees.

This invoice is deemed correct unless errors are reported in Writing to Standard Equipment Company within 10 days of the date hereof.

PLEASE REMIT TO:
STANDARD EQUIPMENT COMPANY
P.O. BOX 1235
BEDFORD PARK, IL 60499-1235

X

Received By



www.standardequipment.com
sales@standardequipment.com

625 S IL Route 83
Elmhurst, IL 60126-4200
Phone: (312) 829-1919

Ship To: SAME AS BELOW

Invoice To: CICERO, TOWN OF
4949 CERMAK RD
CICERO IL 60804

Branch Elmhurst		
Date 03/30/22	Time 22:00:31 (B)	Page 06
Account No CICER001	Phone No 7086563600	Inv No W07780
Ship Via	Purchase Order	
Tax ID No E9998184103		
	Salesperson 405	

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
3131	VACTOR 2100 PLUS		X 16-05V-16214		
	2100 PLUS	11549	3HAWNSUT5HL654529		

COMPLAINT:

WE WILL HAVE TO FIND THE LEAK IN THE MIDDLE OF THE FRAME AREA, THIS WILL NEED TIME TO DIAGNOSE.

CORRECTION:

307 DID NOT FIND A LEAK IN THE REAR. I DID FIND A AIR LEAK UP BY THE COMPRESSOR. I ORDERED THE FITTINGS.
307 3/3/21 REMOVED THE COVER AND GOT TO AIR COMPRESSOR. REMOVED THE LINES AND REMOVED THE FITTING. INSTALLED NEW. THE LINE WAS TOO SHORT SO I HAD TO EXTEND IT USING A COUPLER. TRUCK WAS LOW ON COOLANT I TOPPED IT OFF. FILLED THE AIR SYSTEM AND USED SOAPY WATER TO CHECK FOR A LEAK AFTER THE REPAIR NOT LEAKING AT THIS TIME. INSTALLED THE COVER.

2028986C1	TEE3/8X1/4X3/8	1 N	47.12	47.12
3520250C2	45DEG. 3/8X1/8	1 N	45.77	45.77
			PARTS	92.89
			LABOR	784.80
12100001			SEGMENT TOTAL==>	877.69

***** WORK ORDER TOTALS *****

PARTS	22015.65
LABOR	7656.37
SUPPLY/TOOL/EPA	382.81
CUSTOMER TOTAL	30054.83

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625 S IL Route 83
Elmhurst, IL 60126-4200
Phone: (312) 829-1919

Ship To: SAME AS BELOW

Invoice To: CICERO, TOWN OF
4949 CERMAK RD
CICERO IL 60804

Branch Elmhurst		
Date 03/30/22	Time 22:00:31 (B)	Page 02
Account No CICER001	Phone No 7086563600	Inv No W07780
Ship Via	Purchase Order	
Tax ID No E9998184103		
		Salesperson 405

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
3131		X 16-05V-16214		
		11549 3HAWNSUT5HL654529		
HARDWARE. TRANSFERRED OVER THE LINES WITH NEW O-RINGS. TRANSFERRED OVER THE SADDLE MOUNT WITH NEW HARDWARE. SET ON SKID AND MOVED OVER TO THE TRUCK. LINED IT UP AND INSTALLED NEW HARDWARE TO MOUNT. RECONNECTED EVERYTHING THAT WAS REMOVED.				
307/327 3/1/22I INSTALLED NEW CHECK VALVES AND REINSTALLED THE WATER FEED TUBE. REINSTALLED THE LADDER AND TUBE RACK. WILL TEST WHEN THE OTHER SEGMENTS ARE COMPLETE.				
<u>ADDITIONAL DESCRIPTION:</u>				
MILE 14829				
HOURS 3798				
1099061		CARTRIDGE HYD/F	1	151.94
158510		R&R PTO SHAFT	1 N	324.00
2001		BOLT/SCREW	43	2.10
2002		FAST, NUT	13	.87
2007		FAST, WASHER	38	.68
2062-8-8S		FITTING	1	2.34
206209-8-8S		FITTING	1	7.30
41280		SCREEN, 80 MESH,	2	25.73
50925K417		PLUG SAE 8	1	2.55
6000		O-RING, RUBBER	20	1.32
62180S		RODDER PUMP NEW	1 N	17501.34
87AT		BRAKE PARTS CLE	2	3.44
9005		FLU,AW46 HYD OI	15	8.71
				130.65
				PARTS 18332.10
				LABOR 2971.35
12100001				SEGMENT TOTAL==> 21303.45

SEGMENT# 2 C 307 NA 01/10/22 01/10/22 01/31/22

REPLACE ALL BALL VALVES

9.58 HRS

CONTINUED ON PAGE 03

TERMS: NET 30 DAYS OF INVOICE DATE, UNLESS OTHERWISE SPECIFIED

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This invoice is deemed correct unless errors are reported in writing to Standard Equipment Company within 10 days of the date hereof.

PLEASE REMIT TO:
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P.O. BOX 1235
BEDFORD PARK, IL 60499-1235

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Received By



www.standardequipment.com
sales@standardequipment.com

625 S IL Route 83
Elmhurst, IL 60126-4200
Phone: (312) 829-1919

Ship To: SAME AS BELOW

Branch Elmhurst		
Date 03/30/22	Time 22:00:31 (B)	Page 04
Account No CICER001	Phone No 7086563600	Inv No W07780
Ship Via	Purchase Order	
Tax ID No E9998184103		
	Salesperson 405	

Invoice To: CICERO, TOWN OF
4949 CERMAK RD
CICERO IL 60804

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
3131	VACTOR 2100 PLUS 2100 PLUS		X 16-05V-16214 11549 3HAWNSUT5HL654529		
TO ENSURE ITS OPERATING AT FACTORY SPEC.					
<u>CORRECTION:</u>					
307 3/2/22 REMOVED OLD RODDER HOSE. INSTALLED NEW ONE.					
3/18-REPLACE BROKEN STOP PINS IN AUTO-WIND SHAFT. (174).					
FRT	FREIGHT	1		78.48	78.48
40196	ADAPT, HYD, 16NPT	1		12.06	12.06
48783S7	1x700 RODDER HO	1	N	2054.76	2054.76
50354D	GROOVED PIN, STL	2		1.70	3.40
				PARTS	2148.70
				LABOR	891.57
12100001				SEGMENT TOTAL==>	3040.27

SEGMENT# 4 C 307 NA	01/10/22 01/10/22 01/31/22				
REPLACE REAR DOOR SEAL				7.08 HRS	
<u>COMPLAINT:</u>					
WE WILL REMOVE THE WORN REAR DOOR SEAL AND REPLACE WITH NEW, ONCE SEAL IS IN WE WILL ADJUST THE LOCKING RODS TO SPEC.					
<u>CORRECTION:</u>					
307 3/2/22 REMOVED OLD DOOR SEAL AND DESCALED THE OPENING. CLEANED UP WITH WIRE WHEEL. SET NEW ONE IN WITH GLUE. AND TESTED. FIT FOR THE LOCKS. WORKING CORRECTLY AT THIS TIME. WAS GOING TO CHECK THE DOOR BUT DECIDED TO RUN THE RODDER PUMP AND THE U-JOINT FOR PTO B BROKE. TOOK PIC. WAS ASKED TO REMOVE IT AND AND SEND OUT FOR REPAIR.					
35594P	REAR DOOR SEAL,	1		500.02	500.02
				PARTS	500.02
				LABOR	1200.06
12100001				SEGMENT TOTAL==>	1700.08

CONTINUED ON PAGE 05

TERMS: NET 30 DAYS OF INVOICE DATE, UNLESS OTHERWISE SPECIFIED

Accounts over 30 days are subject to a 1 1/2 % service charge (annual rate of 18%), and all costs of collection including reasonable attorneys' fees.

This invoice is deemed correct unless errors are reported in writing to Standard Equipment Company within 10 days of the date hereof.

PLEASE REMIT TO:
STANDARD EQUIPMENT COMPANY
P.O. BOX 1235
BEDEORD PARK, IL 60499-1235

X

Received By

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE *ROBERT RICHERT 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 Robert Richert (the “Plaintiff”), styled *Robert Richert v. Town of Cicero*, Case No. 21 WC 033243, regarding injuries allegedly sustained while detaining an offender (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 _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

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 Robert Richert
Date: August 30, 2022

Attached is an Illinois Worker's Compensation Commission settlement contract signed by petitioner Robert Richert. I am requesting authority to sign this settlement contract. I recommend the resolution called for in the settlement contract.

On September 23, 2021 officer Richert [REDACTED] while trying to restrain an offender who was combative. The petitioner was seen on at the emergency room of West Suburban Medical Center. Petitioner had a [REDACTED]. An x-ray was taken in the emergency room on September 23, 2021 which confirmed a [REDACTED]. An EMG taken 12/30/21 showed [REDACTED].

Officer Richert's [REDACTED] healed with conservative treatment. The petitioner was seen on February 9, 2022 by Dr. Metzger at Orthopedic Specialists in Elmhurst. On February 9, 2022, x-rays were taken which showed the [REDACTED] had healed. Dr. Metzger discharged the petitioner from treatment and released him to full unrestricted employment.

Petitioner's counsel demanded 10% of a hand. After negotiations we reach a settlement of 5% of the right hand subject to Town of Cicero Board of Trustees approval. At the petitioner's permanency rate of \$937.11, a settlement for 5% of the right hand or 10.25 weeks of compensation would be \$9,605.38.

I believe that this settlement is advantageous to the Town of Cicero. I recommend that I be authorized to sign the settlement contracts and settle the petitioner's worker's compensation claims before the IWCC. Thank you.

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

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

Internal# S0078360

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

Robert Richert
Employee/Petitioner

Case# **21WC033243**

v.

Town of Cicero
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.

Robert Richert
Employee/Petitioner

[REDACTED]
Street address

[REDACTED]
City, State, Zip code

Town of Cicero
Employer/Respondent

4949 W. Cermak
Street address

Cicero, IL 60804
City, State, Zip code

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

Marital status: **Single**

Dependents under age 18: **2**

Birthdate [REDACTED]

Average weekly wage: **\$2,000.00**

Date of accident: **9/23/2021**

How did the accident occur? **While on the job**

What part of the body was affected? [REDACTED]

What is the nature of the injury? [REDACTED]

The employer was notified of the accident **orally and in writing.** Return-to-work date: **no lost time**

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 **NLT** weeks at the rate of **\$2,000.00** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
------	---------

Notes regarding temporary total disability benefits:

Petitioner has no lost time. Petitioner worked at light duty until full release on February 9, 2022.

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 \$9,605.38 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 9-23-21. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. Respondent has paid or will pay reasonable, necessary, and causally connected medical expenses pursuant to the fee schedule directly to the medical provider up to the MMI date of February 9, 2022. This settlement is calculated as 5% of the right hand or 10.25 weeks times \$937.11 totaling \$9,605.38. 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. Metzger that the petitioner will need no further medical treatment as a result of this accident. (See office note dated February 9, 2022).

Total amount of settlement	<u>\$9,605.38</u>
Deduction: Attorney's fees	<u>\$1,921.07</u>
Deduction: Medical reports, X-rays	<u>\$97.59</u>
Deduction: Other (explain)	<u>\$0.00</u>
Amount employee will receive	<u>\$7,586.72</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, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

<u>Signature On File</u>	<u>Robert Richert</u>	<u>[REDACTED]</u>	<u>8/30/2022</u>
Signature of petitioner	Name of petitioner	Telephone number	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/

Signature of attorney

Justin Green

Attorney's name

ANGELINI & ORI LLC

155 NORTH MICHIGAN AVENUE

SUITE 400

CHICAGO, IL 60601

Firm name and address

0000201509

Telephone number

8/30/2022

Date

02814

IWCC Code #

jgreen@aolawoffice.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.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION IN THE CASE *WILLIAM RIVERA 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 claim brought by William Rivera (the “Plaintiff”), styled *William Rivera v. The Town of Cicero et al.*, Case No. 19 CV 3728 (the “Litigation”); 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, wish to settle the Litigation, and the Town hereby authorizes the Town Attorney (the “Attorney”)

to settle the Litigation for an amount not to exceed Twenty Thousand and No/100 U.S. Dollars (\$20,000.00) as set forth in the settlement agreement (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 authorize settlement of the Litigation as set forth herein; 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 Attorney to settle the Litigation for an amount not to exceed Twenty Thousand and No/100 U.S. Dollars (\$20,000.00), and to further authorize the President, or his designee, to approve any such Settlement Agreement which conforms to the authorization herein granted 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 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 _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dlglawgroup.com

ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL MEMORANDUM

TO: Town of Cicero President Larry Dominick
Town of Cicero Board of Trustees

CC: Michael T. Del Galdo, Esq.

FROM: Attorney Sean M. Sullivan

DATE: August 25, 2022

SUBJECT: *William Rivera v. Town of Cicero, et al.* Case No. 19 CV 3728

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

/s/ [REDACTED]
Sean M. Sullivan
Partner, Del Galdo Law Group

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.

**SETTLEMENT AGREEMENT, GENERAL
RELEASE, AND COVENANT NOT TO SUE**

WILLIAM RIVERA (“PLAINTIFF”), the **TOWN OF CICERO** and **TOWN OF CICERO POLICE OFFICERS ARMANDO GALVIN, FRANK KANE, ANDRES PEREZ, ANDY GUTIERREZ, SALVADOR OROZCO, AND EDGAR LARA**, (“DEFENDANTS”) voluntarily agree to completely settle and resolve all claims PLAINTIFF may have against DEFENDANTS as of the time PLAINTIFF executes this Settlement Agreement, General Release, and Covenant Not to Sue (“Agreement”), in accordance with the terms of this Agreement, including, but not limited to, all issues related to or arising out of the allegations set forth in PLAINTIFF’s Lawsuit (defined below), as follows:

RECITALS

WHEREAS, PLAINTIFF filed a lawsuit against DEFENDANTS, entitled “William Rivera, Plaintiff, v. TOWN OF CICERO; OFFICER ARMANDO GALVIN, STAR No. 242; OFFICER KANE, Star No. 282; OFFICER PEREZ; OFFICER ANDREW GUTIERREZ, Star No. 256; DETECTIVE SALVADOR OROZCO, Star No. 482; OFFICER RAMIREZ; OFFICER LARA, Star No. 244; and Unknown Town of Cicero Police Officers; case no. 19 CV 3728 currently pending in the Northern District of Illinois, regarding alleged injuries and damages stemming from allegations of unlawful search and seizure, false arrest/false imprisonment, false arrest/conspiracy, excessive force and failure to intervene, false arrest/false imprisonment, and indemnification as a result of Plaintiff’s arrest following a law enforcement traffic stop and subsequent arrest of Plaintiff conducted on June 7th, 2018 in the Town of Cicero, Illinois (hereafter “the Lawsuit”); and

WHEREAS, DEFENDANTS filed an answer and affirmative defenses denying all material allegations of the Lawsuit and deny and continue to deny that he engaged in any wrongful or improper conduct and further deny that they are liable to PLAINTIFF on any grounds; and

WHEREAS, PLAINTIFF and DEFENDANTS (collectively referred to as the “Parties”) have determined that it is in their respective best interests to resolve the disputes between them to avoid future controversy, costs, legal fees, inconvenience, and any future litigation regarding these matters; and

NOW, THEREFORE, for and in consideration for the provisions, covenants, and mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. Released Parties. For the purposes of this Agreement, the term “Released Parties” includes: the Town of Cicero, the Cicero Police Department and all its current and former officers, including Town of Cicero Police Department Officers Armando Galvin, Frank Kane, Andres Perez, Andy Gutierrez, Salvador Orozco, and Edgar Lara, and the Town of Cicero’s current, former, and future elected officials, trustees, commissioners, officers, members, attorneys,

counselors, representatives, administrators, affiliates, fiduciaries, insurers, employees, and agents, including any affiliated or related entities or persons, including partners or joint ventures, and third-party beneficiaries, and all of their predecessors, successors, heirs, and assigns.

3. Settlement Terms. In full satisfaction of all claims that PLAINTIFF has or may have against DEFENDANTS and the RELEASED PARTIES, the Parties hereby agree to the following terms of settlement:

- a. The TOWN agrees to pay the total sum of Twenty Thousand and 00/100 USD (\$20,000.00) to PLAINTIFF and PLAINTIFF's COUNSEL provided it has received this Agreement signed and duly executed by PLAINTIFF. Payment shall be made by check made payable to "Anthony J. Peraica & Associates, LTD. and WILLIAM RIVERA."
- b. PLAINTIFF agrees to take the necessary steps to have the Lawsuit dismissed, with prejudice, upon receipt of a copy of the Agreement fully-executed.
- c. PLAINTIFF further represents and warrants that no lawsuit, charge, claim, or other complaint remains pending with any local, state, or federal court or administrative agency, other than the Lawsuit, against DEFENDANTS and the Released Parties. In the event the Released Parties receive notice that any local, state, or federal court or administrative agency has a lawsuit, claim, charge, or other complaint pending against the DEFENDANTS or the Released Parties by PLAINTIFF, then PLAINTIFF agrees to execute and submit such documentation as may be necessary to have such lawsuit, charge, claim, or other complaint dismissed with prejudice at no cost to the DEFENDANTS or the Released Parties.

4. Attorney Fees and Expenses. Except for the payment specified in Paragraph 3(a), each Party to the Lawsuit is responsible for the payment of his, her, or its own attorneys' fees, costs, disbursements, expenses, or any other monies expended in connection with this matter.

5. Release and Covenant Not to Sue.

- a. To the greatest extent permitted by law, PLAINTIFF, for himself and his attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge the Released Parties from and regarding all personal injury claims they have or might have as of the time of the execution of this Agreement, whether known or unknown, related to, or arising out of, the allegations in the Lawsuit. By way of explanation, but not limiting its completeness, PLAINTIFF hereby fully, finally, and unconditionally releases, compromises, waives, and forever discharges the Released Parties from and for any and all personal injury claims, liabilities, suits, discrimination, or other charges, personal injuries, demands, debts, liens, personal injury damages, costs, grievances, injuries, actions, or rights of action, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were, was, or could have been filed with any federal, state, local, or private court, agency, arbitrator, or any other entity, based upon PLAINTIFF's allegations in the Lawsuit, and any alleged act or omission to

act by the Released Parties, related to the allegations contained in the Lawsuit, accruing prior to the execution, by PLAINTIFF, of this Agreement.

- b. This Agreement includes and extinguishes all claims that PLAINTIFF has or may have for equitable and legal relief, damages, and attorneys' fees and costs based upon PLAINTIFF's allegations in the Lawsuit. Moreover, PLAINTIFF specifically intends and agrees that this Agreement fully contemplates claims for attorneys' fees and costs, and hereby waives, compromises, releases, and discharges all such claims or liens. Moreover, PLAINTIFF specifically intends and agrees that this Agreement fully contemplates claims for all medical or related service liens and costs, if any, and hereby waives, compromises, releases, and discharges all such claims or liens which in any fashion could attach to the Released Parties.
- c. Nothing in this Agreement restricts the right held by PLAINTIFF, DEFENDANTS, or the Released Parties to enforce this Agreement.

6. No Assignment. PLAINTIFF expressly represents and promises that he has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: a) any claims, or portions of claims, against the DEFENDANTS or the Released Parties; b) any rights that he may have had to assert claims on his behalf or on behalf of others against DEFENDANTS or the Released Parties; and c) any right he has or may have to the money to be paid to PLAINTIFF and PLAINTIFF's COUNSEL pursuant to this Agreement.

7. Resolution of Claims and Liens. PLAINTIFF agrees that this Agreement, including the payment of monies, resolves the Lawsuit which PLAINTIFF filed against DEFENDANTS. The Parties agree that the sum paid pursuant to this Agreement specifically includes payment for any and all liens or claims, by whomsoever made, including for or on account of medical bills incurred, deductibles, any subrogee, doctors, including hospitals, medical services, U.S. government claims or liens, including all workers' compensation liens, Medicare liens, Medicaid liens, Medicare Secondary Payer Recovery Contractor (MSPRC) liens, Illinois Department of Public Aid liens, attorney's liens, including but not limited to liens from Anthony J. Peraica & Associates, LTD. (and its predecessor and successor firm(s), if any), and the County of Cook and any of its agencies, subsidiaries, and departments.

8. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of the drafter of the Agreement. Further, gender-specific language is to be interpreted in its most reasonable fashion for the Agreement; section or paragraph titles are irrelevant to interpretation of this Agreement; and use of capitalization is irrelevant to interpretation of this Agreement.

9. Complete Agreement. This Agreement sets forth all the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior oral communications are superseded by the Agreement. The Parties understand and agree that all the terms and promises of the Agreement are contractual and not a mere recital.

10. Effect on Previous Agreements. The Agreement supersedes all prior agreements, understandings, and communications between the Parties.

11. Amendment. The Agreement may be amended only by a written document signed by PLAINTIFF and the DEFENDANTS and the Released Parties.

12. Severability. If any of the provisions of the Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of the Agreement will remain enforceable.

13. No Admission of Liability. This Agreement is being entered into solely for the purpose of settling the disputed claims of the Lawsuit and shall not be construed as an admission by the DEFENDANTS or the Released Parties of any (i) liability of or wrongdoing to PLAINTIFF, (ii) breach of any agreement or contract by the DEFENDANTS or the Released Parties, (iii) duty of DEFENDANTS or the Released Parties to indemnify or defend any Party within the scope of this Agreement. The DEFENDANTS and the Released Parties specifically deny any liability or wrongdoing, and PLAINTIFF agrees that he will not state, suggest, or imply the contrary to anyone either directly or indirectly, whether through counsel or otherwise.

14. RIGHT TO COUNSEL. PLAINTIFF ACKNOWLEDGES THAT HE WAS INFORMED THAT HE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, PLAINTIFF ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY COMPETENT LEGAL COUNSEL OF HIS OWN CHOOSING IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT HE HAS HAD AN OPPORTUNITY TO AND DID NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.

15. Acknowledgement of Contents and Effect. PLAINTIFF declares that he and his attorney and authorized agents (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by PLAINTIFF. PLAINTIFF fully understands its terms and contents, including the rights and obligations hereunder, and PLAINTIFF freely, voluntarily, and without coercion enters into this Agreement. Further, PLAINTIFF agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims connected to the Lawsuit, and that the waiver and release of all rights or claims he may have under any local, state, or federal law is knowing and voluntary.

16. Counterparts/Authority. This Agreement may be executed in Counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The signatories below to the Agreement expressly state and affirm that they have the actual authority to execute this Agreement on behalf of each Party.

17. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted, and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR AS INDICATED BELOW.

PLAINTIFF, WILLIAM RIVERA,



By: WILLIAM RIVERA

Date: 8-25-22, 2022

TOWN OF CICERO,

By: _____

Its: _____

Date: _____, 2022

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION IN THE CASE *FRANCISCA CASTILLO 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 claim brought by Francisca Castillo (the “Plaintiff”), styled *Francisca Castillo v. The Town of Cicero*, Case No. 19 L 13664 (the “Litigation”); 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, wish to settle the Litigation, and the Town hereby authorizes the Town Attorney (the “Attorney”)

to settle the Litigation for an amount not to exceed Three Hundred and Twenty-Five Thousand and No/100 U.S. Dollars (\$325,000.00) as set forth in the settlement agreement (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 authorize settlement of the Litigation as set forth herein; 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 Attorney to settle the Litigation for an amount not to exceed Three Hundred and Twenty-Five Thousand and No/100 U.S. Dollars (\$325,000.00), and to further authorize the President, or his designee, to approve any such Settlement Agreement which conforms to the authorization herein granted 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 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 _____, 2022, 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 _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

SETTLEMENT AGREEMENT, GENERAL RELEASE AND COVENANT NOT TO SUE

FRANCISCA CASTILLO (“Plaintiff”) and the Defendant the TOWN OF CICERO (“The Town”)(also “Defendant”) voluntarily agree to completely settle and resolve all claims Plaintiff may have against the Defendants arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664, execute this Settlement Agreement, and Covenant Not to Sue (“Agreement”), in accordance with the terms of this Agreement, including, all issues related to or arising out of the allegations set forth in PLAINTIFF’s Lawsuit (defined below) as follows:

WHEREAS, PLAINTIFF filed a lawsuit against the TOWN, entitled Francisca Castillo v. Town of Cicero, Case No. 19 L 013664 in the Circuit Court of Cook County, Law Division, alleging various Illinois state law torts against DEFENDANT.

WHEREAS, the DEFENDANT denies and continue to deny that it has engaged in any negligent or wrongful conduct and further denies that it is liable to the PLAINTIFF on any grounds.

WHEREAS, PLAINTIFF, and the DEFENDANT (collectively referred to as the “Parties”) have determined that it is in their respective best interests to resolve the disputes arising either directly or indirectly out of the incident which was the basis of this litigation between them for the purpose of avoiding future controversy, costs, legal fees, inconvenience, and any future litigation regarding these matters.

NOW THEREFORE, for and in consideration of the provisions, covenants and mutual promises contained therein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. Settlement Terms. In full satisfaction of any and all claims PLAINTIFF have or may have against the DEFENDANT or any other unnamed or unknown TOWN EMPLOYEES OR OFFICIALS, arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664, the Parties agree to the following terms of settlement:

a. Within the timeframes set forth by 735 ILCS 5/2-2301, the Town agrees to pay the total sum of Three Hundred and Twenty-Five Thousand Dollars (\$325,000) to PLAINTIFF and her counsel provided it has received this Agreement signed and duly executed by PLAINTIFF. The sum shall be paid by the issuance of one check to be delivered to: Foutris Law Office, Ltd., 53 W. Jackson, Suite 252, Chicago, IL 60604 and made payable to: Foutris Law Office, Ltd. and Francisca Castillo.

b. Within 14 days of the mutual execution of this Agreement, PLAINTIFF agrees to first enter an order dismissing the Complaint with prejudice. PLAINTIFF further represents that no lawsuit, charge, claim or other complaint remains pending with any local, state or federal

court and/or administrative agency, arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664, other than the Lawsuit referenced above. In the event the DEFENDANT receives notice that any local, state or federal court and/or administrative agency has a lawsuit, claim, charge, or other complaint pending against the DEFENDANT by PLAINTIFF, arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664, then PLAINTIFF agrees to execute such documentation as may be necessary to have such lawsuit, charge, claim or other complaint dismissed with prejudice.

c. Pursuant to 735 ILCS 5/2-2301(c), PLAINTIFF's counsel agrees to hold the full and final amount of the claimed liens or the claimed rights of recovery in its client trust fund account pending final resolution of the lien amounts or the right of recovery.

3. Attorney Fees and Expenses. With the exception of the payment specified in Paragraph 2(a), each Party to the Lawsuit is responsible for the payment of his, her or its own attorneys' fees, costs, disbursements, expenses, or any other monies expended in connection with this matter.

4. Release and Covenant Not to Sue.

a. To the greatest extent permitted by law, PLAINTIFF, for herself and her attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agrees to release and forever discharge the DEFENDANT regarding all claims they have or might have at the time of the execution of this Agreement, whether known or unknown, arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664. By way of explanation, but not limiting its completeness, PLAINTIFF hereby fully, finally and unconditionally releases, compromises, waives and forever discharges the DEFENDANT from any and all claims, liabilities, suites, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent in law or in equity, which was or could have been filed with any federal, state, local or private court, agency arbitrator or any other entity, based directly or indirectly upon PLAINTIFF's allegations contained in the Lawsuit, and any alleged act or omission to act by the DEFENDANT and/or Released Party (as defined in Paragraph 4(c)), whether related directly or indirectly to the allegations contained in the Lawsuit, accruing prior to the execution, by PLAINTIFF, of this Agreement. PLAINTIFF further waives any right to any form of recovery, compensation or other remedy in any action brought by him or on his behalf, arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664.

b. PLAINTIFF agrees that this release and covenant not to sue includes all claims and potential claims, accruing prior to execution of this Agreement, of PLAINTIFF against the TOWN and all of its current, former and future elected officials, trustees, commissioners, officers, members, Boards, attorneys, representatives, administrators, affiliates, fiduciaries, insurers, employees and/or agents, and related persons or entities, jointly and severally, in their

individual, official, fiduciary and corporate capacities (collectively referred to as the “Released Parties”), arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664.

5. Resolution of Claims. PLAINTIFF agrees that this Agreement, including the payment of monies, resolves the Lawsuit that PLAINTIFF filed against the DEFENDANT. PLAINTIFF represents and warrants that she does not have any other claims against the Released Parties (as defined in Paragraph 4(b)) and that no such claims are pending before any court, agency or other person or entity, arising either directly or indirectly out of the incident which was the basis of the litigation filed in Cook County Circuit Court, titled Castillo v. Cicero, Case No. 19 L 13664. The Parties agree that each side for be responsible for its own attorney fees and costs, that the sum paid pursuant to this Agreement specifically includes payment for any and all liens or claims, by whomsoever made, including but not limited to, for or on account of medical bills incurred, deductibles, or any subrogee, doctors, including but not limited to any and all workers’ compensation liens, Medicare and/or Medicaid, Department of Public Aid liens, attorneys’ liens, including but not limited to the liens from FOUTRIS LAW OFFICES, LTD. The PLAINTIFF further agrees in consideration of payment hereunder to make payment of any and all liens or claims growing out of the incident in question and to hold harmless the DEFENDANT and the Released Parties (as defined in Paragraph 4(c)) from any such liens and claims.

6. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

7. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.

8. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

9. No Admission of Liability. This Agreement is being entered into solely for the purpose of settling the disputed claims of the Lawsuit, and shall not be construed as: (a) an admission by the Released Parties of any (i) liability of wrongdoing to the PLAINTIFF, (ii) breach of any agreement, (iii) duty to indemnify or defend any defendant within the scope of this Agreement. The DEFENDANTS specifically deny any liability or wrongdoing.

10. Right to Counsel. PLAINTIFF acknowledges that she was informed that she has the right to consult with an attorney before signing this Agreement and that this Paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, PLAINTIFF acknowledges that she has been advised by competent legal counsel of their own choosing in connection with the review and execution of this Agreement and that she has had an opportunity to and did negotiate over the terms of this Agreement.

11. Acknowledgement of Contents and Effect. PLAINTIFF declares that she has completely read this Agreement and acknowledges that it is written in a manner calculated to be understood by PLAINTIFF. PLAINTIFF fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, PLAINTIFF agrees and acknowledges that she has had the full opportunity to investigate all matters pertaining to her claims and that the waiver and release of all rights or claims she may have had under any local, state or federal law is knowing and voluntary.

12. Counterparts. This Agreement may be executed in Counterparts, each of which shall be original and all of which together shall constitute one and the same document.

13. Choice of Law. The parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year as indicated below.

FRANCISCA CASTILLO



Date: 8/26/22

The TOWN OF CICERO

Date: _____

**BOARD OF TRUSTEES
OF
TOWN OF CICERO
2023
SCHEDULE OF MEETINGS**

During the Calendar Year 2023, Regular Meetings of the Cicero Board of Trustees will be held in the Court/Board Room on the 2nd Tuesday of each month at 10:00 A.M. and the 4th Tuesday of each month at 10:00 A.M.

List of Meetings by Date

DATE	TIME	DATE	TIME
January 10	10:00 A.M.	July 11	10:00 A.M.
January 24	10:00 A.M.	July 25	10:00 A.M.
February 14	10:00 A.M.	August 8	10:00 A.M.
Monday, February 27	10:00 A.M.	August 22	10:00 A.M.
March 14	10:00 A.M.	September 12	10:00 A.M.
March 28	10:00 A.M.	September 26	10:00 A.M.
April 11	10:00 A.M.	October 10	10:00 A.M.
April 25	10:00 A.M.	October 24	10:00 A.M.
May 9	10:00 A.M.	November 7	10:00 A.M.
May 23	10:00 A.M.	November 21	10:00 A.M.
June 13	10:00 A.M.	December 12	10:00 A.M.
June 27	10:00 A.M.	December 26	10:00 A.M.

August 26, 2022

Hon. President and Board of Trustees
Town of Cicero
4949 West Cermak Road
Cicero, IL 60804

Re: **2022 CDBG & TIF Alley Paving**
CDBG Project #2021-0011-872

Mesdames and Gentlemen:

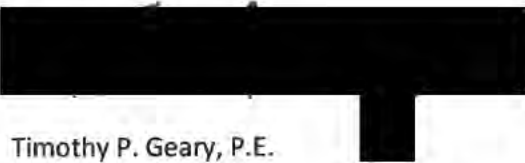
Enclosed is the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 10:00 a.m. on August 18, 2022. Four (4) bids were received and reviewed for accuracy, with no computational errors discovered.

The lowest responsible bidder was Triggs Construction, Inc. submitting a bid in the amount of \$608,828.00 which was \$40,707.00 (or 6.27%) below the Engineer's Estimate of \$649,535.00. Their bid submittal also met the modified Town Disadvantage Business Enterprise Utilization goals, as shown on the "Tabulation of Bidders".

Triggs Construction, Inc. is qualified to perform the work on this project. Therefore, we recommend awarding a Contract to **Triggs Construction, Inc., 1975 Powis Road, POB 235, West Chicago, IL 6186-0235** in the amount of **\$608,828.00**, based on the unit prices submitted in their Proposal.

Note: The attached project location map shows the three (3) alley locations that are included in this project. As shown on the map two alley locations will be funded by CDBG funds with the third alley being funded by Cicero Avenue TIF funds.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosure

cc: Ms. Maria Punzo-Arias, Clerk, w/Enc.
Mr. Tom Tomschin, Executive Director – Housing Department, w/Encl.
Mr. Jose Alanis, Grant Administrator, w/Encl.
Mr. Michael Del Galdo, Esq., Town Attorney, w/Enc.
File No. 21159

OWNER: Town of Cicero
 PROJECT DESCRIPTION: 2022 CDBG & TIF Alley Paving

PROJECT NO.: 21159

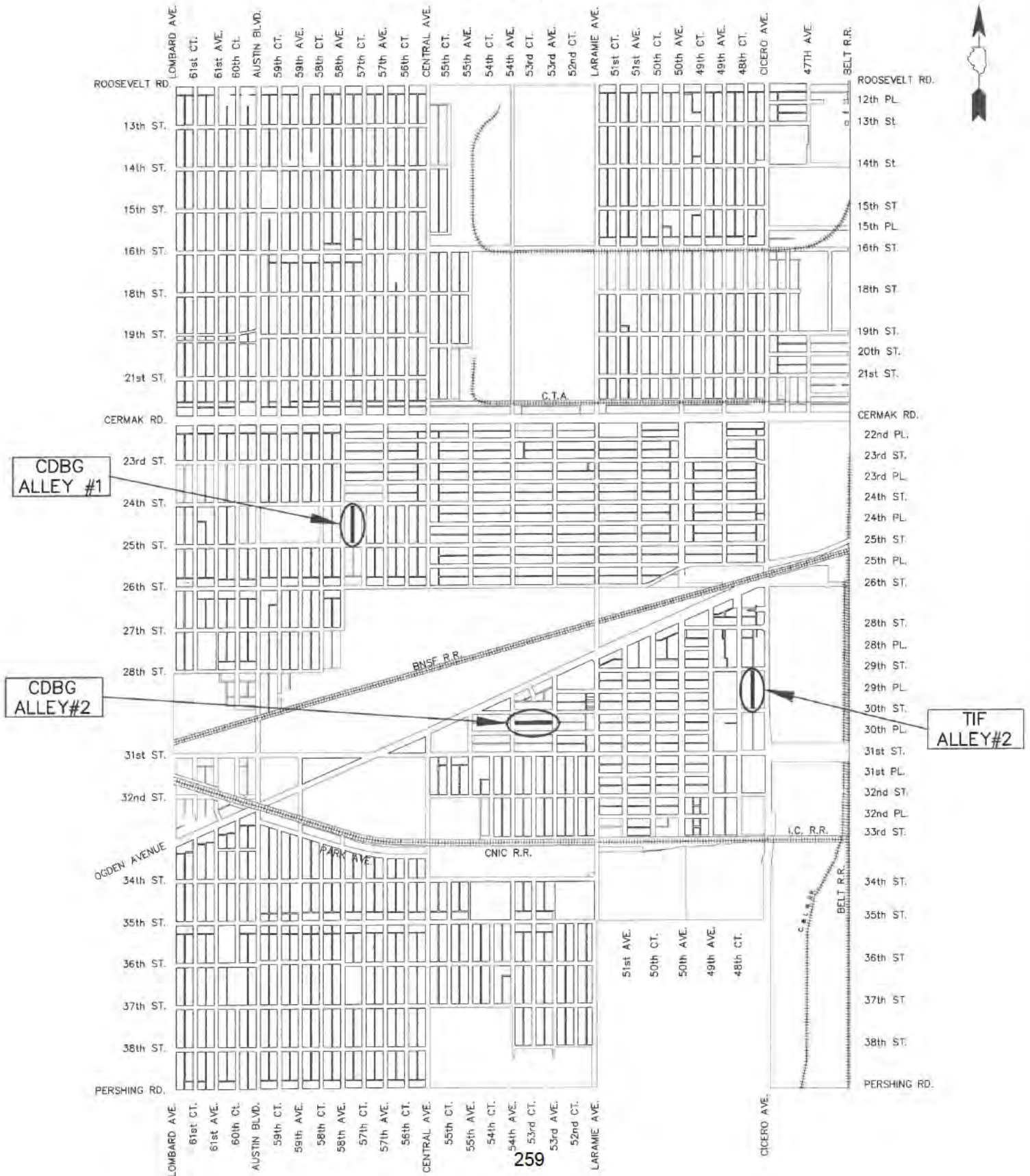
BID OPENING: August 18, 2022 @ 10:00am

Item No.	Description	Unit	Quantity	Unit Price	Amount	Engineer's Estimate	Unit Price	Amount	J Nardulli Concrete, Inc. 3517 S 60th Court Cicero, IL 60804 Bid Bond 5%	Unit Price	Amount	W&J Asphalt Paving Co. Inc. 3124 S 60th Court Cicero, IL 60804 Bid Bond 5%	Unit Price	Amount	Acura, Inc. 556 County Line Rd. Sta. B Bensenville, IL 60106 Bid Bond 5%	Unit Price	Amount	MYS, Inc. 12416 S Harlem Ave Palos Heights, IL 50463 Bid Bond 5%
1	1/4" Fillers	EACH	5	\$ 170.00	\$ 1,020.00													
2	Perimeter Erosion Control Barrier	FOOT	350	4.00	1,400.00													
3	Pavement Removal	SQ YD	3035	13.00	39,465.00													
4	Earth Excavation	CU YD	325	50.00	16,250.00													
5	Porous Granular Embankment, Subgrade (PGES)	CU YD	40	70.00	2,800.00													
6	Subbase Granular Material, Type B	TON	440	35.00	15,400.00													
7	P.C. Concrete Alley Pavement, 8"	SQ YD	3035	78.00	236,730.00													
8	P.C. Concrete Garage Alley Ramps	FOOT	600	10.00	6,000.00													
9	Driveway Pavement Removal	SQ YD	1005	13.50	13,567.50													
10	P.C. Concrete Driveway Pavement, 7"	SQ YD	1005	80.00	80,400.00													
11	Sidewalk Removal	SQ FT	4950	2.00	9,900.00													
12	P.C. Concrete Sidewalk, 5"	SQ FT	4950	5.00	24,750.00													
13	Detectable Warnings	SQ FT	90	33.00	2,970.00													
14	Combination Curb and Gutter Removal	FOOT	280	7.00	1,960.00													
15	Combination Concrete Curb and Gutter, Special	FOOT	480	35.00	16,800.00													
16	Concrete Curb, Type B, Special	FOOT	20	40.00	800.00													
17	Curing Membrane and Protective Coat	SQ YD	4655	1.50	6,982.50													
18	Pavement Replacement - Surface Course, 3"	SQ YD	50	45.00	2,250.00													
19	Class D Patching, 6", Special	SQ YD	50	85.00	4,250.00													
20	Coarse Aggregate, Grade CA-6	TON	440	30.00	13,200.00													
21	Trench Backfill, Grade CA-5	CU YD	460	55.00	25,300.00													
22	Storm Saws, Type 2, PVC SDR 26 (ASTM 2241), 8"	FOOT	865	90.00	77,850.00													
23	Manholes, Type A, 5' Dia. (Special)	EACH	2	9,500.00	19,000.00													
24	Catch Basins, Type A, 4' Dia.	EACH	2	5,600.00	11,200.00													
25	Catch Basins, Type C	EACH	2	3,000.00	6,000.00													
26	Alley Restoration	EACH	3	1,200.00	3,600.00													
27	Insurance Provisions - Complete	EACH	1	9,600.00	9,600.00													
Sub - Totals:					\$ 649,535.00	\$ 649,535.00			\$ 609,825.00		\$ 647,767.50		\$ 705,528.05		\$ 734,772.50		\$ 756,535.25	
Bid Error Corrections:																		
Corrected Totals ---									\$ 609,825.00		\$ 647,767.50		\$ 705,528.05		\$ 734,772.50		\$ 756,535.25	
Over / Under -----								\$ (40,707.00)		\$ (1,767.50)		\$ 57,083.05		\$ 85,237.50		\$ 109,000.25		\$ 109,000.25
Percent -----								-6.27%		-0.27%		6.79%		13.12%		15.78%		15.78%

TOWN OF CICERO, ILLINOIS 2022 CDBG & TIF ALLEY PAVING

CDBG PROJECT No. 2021-0011-872

PROJECT LOCATION MAP



August 25, 2022

Hon. President and Board of Trustees
Town of Cicero
4949 West Cermak Road
Cicero, IL 60804

Re: **2022 Street Rehabilitation**
MFT Section No. 22-00235-00-RS/RBI Funds

Madam & Gentlemen:

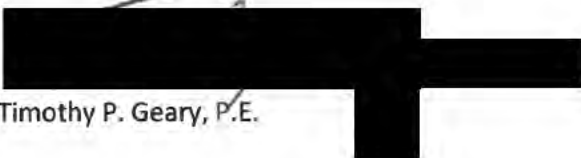
Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-captioned project at 10:00 a.m. on August 25, 2022. Three (3) bids were received and verified and found to be correct.

The low bidder was Lindahl Brother's, Inc., submitting a bid in the amount of \$2,236,901.94, which was \$266,573.46 (10.65%) below the Engineer's Estimate of \$2,503,475.40.

Lindahl Brother's, Inc. is qualified to perform this work. Therefore, we recommend that the Contract be awarded to **Lindahl Brother's, Inc., 622 E. Green St., Bensenville, IL 60106**, in the amount of **\$2,236,901.94**.

Note: This project will include paving improvements at the streets shown on the attached project location map and will be funded by both MFT & Rebuild Illinois (RBI) funds.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosure

cc: Ms. Maria Punzo-Arias, Clerk, w/Enc.
Mr. Michael Del Galdo, Esq., Town Attorney, w/Enc.
File No. 21468

TABULATION OF BIDS

OWNER: 2022 STREET REHABILITATION
 PROJECT DESCRIPTION: MFT SECTION NO. 22-000235-00-RS

PROJECT NO.: 21488

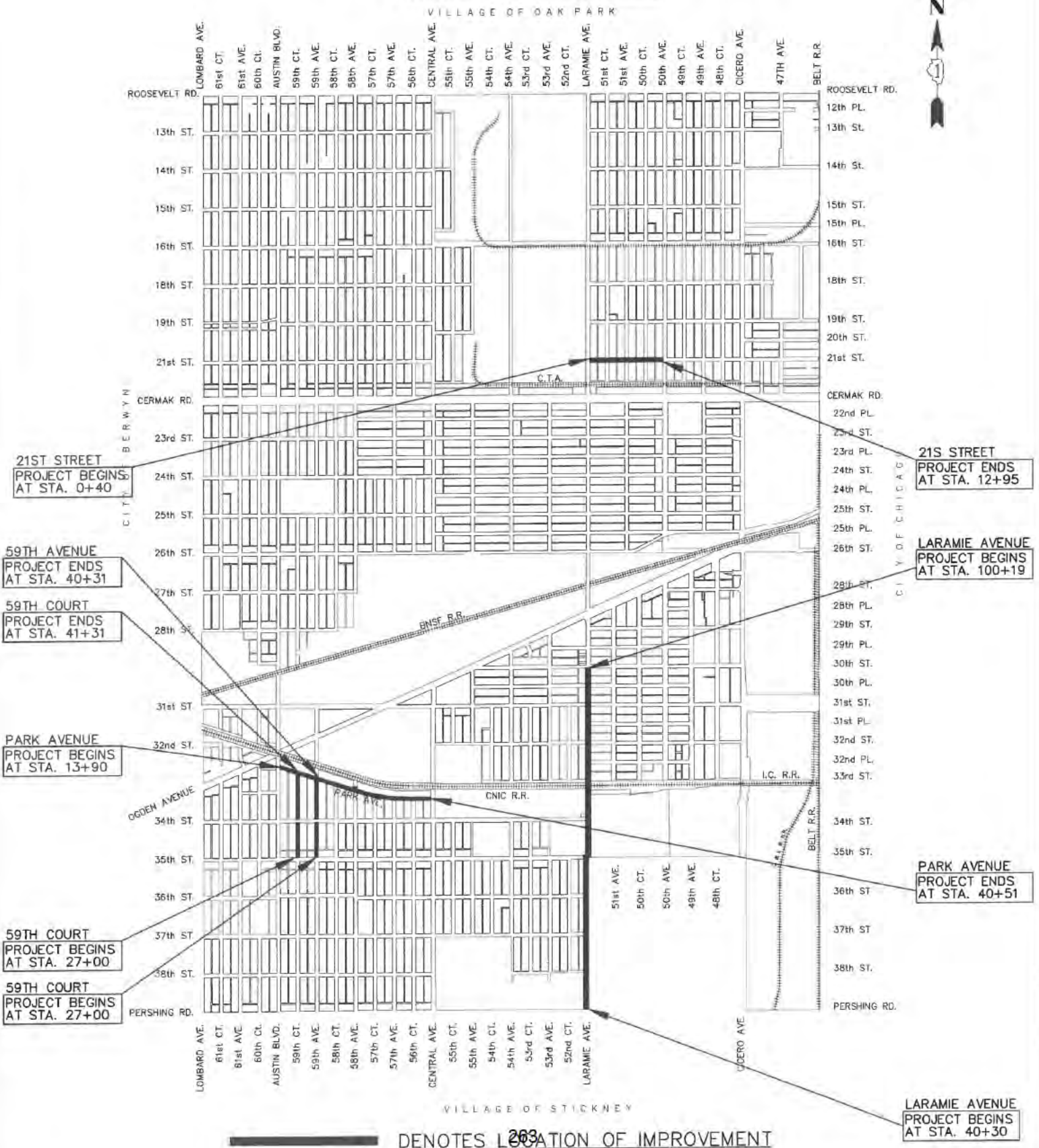
BID OPENING: August 25, 2022 @ 10:00 am

K-Five Construction Corp.
 999 Oakmont Plaza Dr.
 Suite 200
 Westmont, IL 60516
 5% Bid Bond

Item No	Description	Unit	Quantity	Engineers Estimate		Lindahl Brothers Inc. 622 E. Green Street Bensenville, IL 60106 5% Bid Bond		M.&J Asphalt Paving Co., Inc. 3124 S. 60th Court Cicero, IL 60804 5% Bid Bond		K-Five Construction Corp. 999 Oakmont Plaza Dr. Suite 200 Westmont, IL 60516 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
46	Storm Sewer, Type 1, PVC SDR 26 ASTM 2241, 8"	FOOT	256	90.00	\$ 23,040.00	79.00	\$ 20,224.00	83.00	\$ 21,248.00	86.00	\$ 22,528.00
47	Storm Sewer, Type 2, PVC SDR 26 ASTM 2241, 8"	FOOT	90	90.00	4,500.00	92.00	4,680.00	97.00	4,850.00	85.00	4,400.00
48	Connection to Existing Storm Sewer Pipe, 8 Inch	EACH	32	400.00	12,800.00	360.00	11,520.00	370.00	11,840.00	425.00	13,600.00
49	Catch Basins to be Adjusted	EACH	14	350.00	4,900.00	355.00	4,970.00	375.00	5,250.00	485.00	6,790.00
50	Manholes to be Adjusted	EACH	2	500.00	1,000.00	420.00	840.00	440.00	880.00	685.00	1,370.00
51	Manholes to be Reconstructed	EACH	13	1,700.00	22,100.00	1,950.00	25,350.00	2,050.00	26,650.00	2,150.00	27,950.00
52	Inlets to be Adjusted	EACH	18	400.00	7,200.00	355.00	6,390.00	375.00	6,750.00	485.00	8,730.00
53	Valve Vaults to be Adjusted	EACH	2	400.00	800.00	420.00	840.00	440.00	880.00	895.00	1,770.00
54	Catch Basins to be Reconstructed	EACH	8	1,800.00	14,400.00	2,100.00	16,800.00	2,210.00	17,680.00	1,850.00	14,800.00
55	Frames and Lids to be Adjusted (Special)	EACH	70	725.00	50,750.00	790.00	55,300.00	830.00	58,100.00	825.00	57,750.00
56	Frames and Lids, Type 1, Open Lid	EACH	6	400.00	2,400.00	445.00	2,670.00	470.00	2,820.00	400.00	2,400.00
58	Short Term Pavement Marking	FOOT	1400	3.00	4,200.00	450.00	13,050.00	475.00	13,775.00	400.00	11,600.00
59	Short Term Pavement Marking Removal	FOOT	1400	1.00	1,400.00	1.00	1,400.00	1.00	1,400.00	1.00	1,400.00
60	Thermoplastic Pavement Markings - Line 4"	FOOT	12283	1.25	15,353.75	0.65	7,983.95	0.90	11,054.70	0.95	11,666.65
61	Thermoplastic Pavement Markings - Line 6"	FOOT	1800	3.50	6,300.00	1.75	3,150.00	1.10	1,980.00	1.64	2,952.00
62	Thermoplastic Pavement Markings - Line 8"	FOOT	415	4.00	1,660.00	2.10	871.50	1.50	622.50	2.19	908.85
63	Thermoplastic Pavement Markings - Line 12"	FOOT	2235	4.50	10,057.50	2.25	5,028.75	2.00	4,470.00	3.28	7,330.80
64	Thermoplastic Pavement Markings - Line 24"	FOOT	957	7.00	4,800.00	3.50	2,404.50	3.00	2,061.00	6.55	4,489.85
65	Thermoplastic Pavement Markings - Symbols and Letters	SQ FT	37	12.00	444.00	10.00	370.00	10.00	370.00	6.55	242.35
66	Paint Pavement Markings - Line 4"	FOOT	204	1.00	204.00	3.00	612.00	1.50	306.00	3.20	652.80
67	Paint Pavement Markings - Symbols and Letters	SQ FT	32	12.00	384.00	10.00	320.00	10.00	320.00	20.48	655.36
68	Wheel Stops, Type A	EACH	79	70.00	5,530.00	87.00	6,873.00	110.00	8,690.00	115.00	9,085.00
69	Domestic Water Service Boxes to be Adjusted	EACH	5	150.00	750.00	115.00	575.00	120.00	600.00	150.00	750.00
70	Domestic Water Service Boxes to be Adjusted (Special)	EACH	2	550.00	1,100.00	410.00	820.00	430.00	860.00	885.00	1,970.00
71	Inlet Fillers	EACH	62	150.00	9,300.00	195.00	11,470.00	185.00	11,470.00	165.00	10,230.00
72	Detector Loop Replacement	FOOT	1400	30.00	42,000.00	15.50	21,700.00	15.50	21,700.00	15.50	21,700.00
73	Rebuild Existing Handholes	EACH	6	1,500.00	9,000.00	1,892.50	11,295.00	1,892.50	11,295.00	1,892.50	11,295.00
74	Traffic Control and Protection Standard 701301	L SUM	1	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
75	Traffic Control and Protection Standard 701501	L SUM	1	90,000.00	90,000.00	105,000.00	105,000.00	97,150.00	97,150.00	233,069.00	
76	Traffic Control and Protection Standard 701701	L SUM	1	20,000.00	20,000.00	5,000.00	5,000.00	1.00	1.00	2,500.00	
77	Traffic Control and Protection Standard 701801	L SUM	1	15,000.00	15,000.00	3,000.00	3,000.00	67,250.00	67,250.00	1,400.00	
Totals:					\$ 2,603,475.40		\$ 2,236,901.94		\$ 2,403,240.74		\$ 2,549,571.70
Bid Error Corrections:											
Corrected Totals - - -					\$ 2,236,901.94		\$ 2,236,901.94		\$ 2,403,240.74		\$ 2,549,571.70
Over / Under - - -					\$ (266,573.46)		\$ (100,234.66)		\$ (100,234.66)		\$ 46,096.30
Percent - - -					-10.55%		-4.00%		-4.00%		1.84%

TOWN OF CICERO 2022 STREET REHABILITATION M.F.T. SECTION NO. 22-00235-00-RS

PROJECT LOCATION MAP



September 7, 2022

Hon. President and Board of Trustees
Town of Cicero
4949 West Cermak Road
Cicero, IL 60804

Re: **Safety Town Park Improvements**
CDBG Project #2021-0013-890

Mesdames and Gentlemen:

Enclosed is the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 10:15 a.m. on August 18, 2022. Two (2) bids were received and reviewed for accuracy, with one computational error correction being made.

The low bid submitted by D&J Landscaping, Inc. was found to be incomplete as their proposal failed to include all required Town Disadvantage Business Enterprise Utilization and the CDBG MBE/WBE Utilization forms.

The second bid submitted by Misfits Construction Company, in the amount of \$577,318.00, was \$145,318.00 (or 33.63%) above the Engineer's Estimate of \$432,030.00. This bid amount also exceeds the total project CDBG budget amount of \$500,000.00.

Therefore, it is recommended that both bids are ruled as unresponsive and are rejected, with the project approved for re-bidding at the earliest available date.

Sincerely,



Timothy P. Geary, P.E.

Enclosure

cc: Ms. Maria Punzo-Arias, Clerk, w/Enc.
Mr. Tom Tomschin, Executive Director – Housing Department, w/Encl.
Mr. Jose Alanis, Grant Administrator, w/Encl.
Mr. Michael Del Galdo, Esq., Town Attorney, w/Enc.
File No. 22037

OWNER: Town of Cicero
 PROJECT DESCRIPTION: Safety Town Park Improvements
 CDBG Project #2021-0013-89D
 BID OPENING: August 18, 2022 @ 10:15am

PROJECT NO : 22037

				Engineer's Estimate		D & J Landscape, Inc. 25920 W Black Road Shorewood, IL 60404 Bid Bond 5%		Misfits Construction Company 333 S Wabash Ave Ste 2700 Chicago, IL 60604 Bid Bid 5%	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Site Excavation and Grading	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 25,375.00	\$ 25,375.00	\$ 66,000.00	\$ 66,000.00
2	Sidewalk Removal	SQ FT	1480	5.00	7,400.00	5.00	7,400.00	3.00	4,440.00
3	Water Spray Pad Removal	SQ FT	810	5.00	4,050.00	15.00	12,150.00	3.00	2,430.00
4	Playground Equipment Removal - Complete	L SUM	1	2,000.00	2,000.00	5,875.00	5,875.00	7,600.00	7,600.00
5	Portland Cement Concrete Sidewalk, 6"	SQ FT	540	15.00	8,100.00	12.00	6,480.00	18.00	9,720.00
6	Portland Cement Concrete Sidewalk, Special	SQ FT	1640	15.00	24,600.00	11.00	18,040.00	18.00	29,520.00
7	Subbase Granular Materials, Type B	TON	60	50.00	3,000.00	48.00	2,880.00	125.00	7,500.00
8	Curing Membrane and Protective Coat	SQ FT	2180	0.50	1,090.00	1.10	2,398.00	0.10	218.00
9	Playground Aggregate Base Course, CA-7	TON	140	60.00	8,400.00	69.00	9,660.00	75.00	10,500.00
10	Geotechnical Filter Fabric	SQ YD	590	6.00	3,540.00	9.00	5,310.00	1.00	590.00
11	Trash Receptacle Removal	EACH	1	500.00	500.00	320.00	320.00	500.00	500.00
12	Trash Receptacle	EACH	1	1,500.00	1,500.00	1,235.00	1,235.00	1,500.00	1,500.00
13	Park Bench Removal	EACH	1	500.00	500.00	320.00	320.00	500.00	500.00
14	Park Bench - Removal and Reinstallation	EACH	3	1,800.00	5,400.00	645.00	1,935.00	1,000.00	3,000.00
15	Playground Surface Furnish and Place	CU YD	270	65.00	17,550.00	38.00	10,260.00	100.00	27,000.00
16	Modular Concrete Block Retaining Wall Removal	FOOT	310	20.00	6,200.00	12.00	3,720.00	20.00	6,200.00
17	Modular Concrete Block Retaining Wall Reinstallation	FOOT	50	110.00	5,500.00	32.00	1,600.00	150.00	7,500.00
18	Water Spray Pad Element Removal	L SUM	1	3,500.00	3,500.00	1,980.00	1,980.00	4,500.00	4,500.00
19	Park Table (3-Seat)	EACH	1	3,000.00	3,000.00	2,940.00	2,940.00	3,000.00	3,000.00
20	Park Table (4-Seat)	EACH	1	3,000.00	3,000.00	2,695.00	2,695.00	3,500.00	3,500.00
21	Tree Removal	L SUM	1	15,000.00	15,000.00	1,895.00	1,895.00	2,500.00	2,500.00
22	Valve Vault to be Filled	EACH	1	700.00	700.00	1,450.00	1,450.00	1,000.00	1,000.00
23	Catch Basin to be Adjusted (Special)	EACH	1	1,200.00	1,200.00	2,100.00	2,100.00	2,000.00	2,000.00
24	Underdrain Pipe, Corrugated PE, 4"	FOOT	30	60.00	1,800.00	32.00	960.00	100.00	3,000.00
25	Underdrain Pipe Connection to Existing Catch Basin	EACH	1	800.00	800.00	1,450.00	1,450.00	1,500.00	1,500.00
26	Porous Granular Backfill, CA-7	CU YD	2	100.00	200.00	78.00	156.00	50.00	100.00
27	Playground Equipment Site - Age 2 -5 Years	L SUM	1	87,000.00	87,000.00	95,160.96	95,160.96	150,000.00	150,000.00
28	Playground Equipment Site - Age 5-12 Years	L SUM	1	112,000.00	112,000.00	77,706.00	77,706.00	153,000.00	153,000.00
29	Light Pole Removal	EACH	2	500.00	1,000.00	750.00	1,500.00	750.00	1,500.00
30	Park Light Pole - Complete	EACH	3	6,500.00	19,500.00	6,245.00	18,735.00	2,500.00	7,500.00
31	Park Light Pole - Luminaires	EACH	1	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
32	Park Lighting Electrical Cable Installation	FOOT	180	30.00	5,400.00	53.00	9,540.00	50.00	9,000.00
33	Safety Town Roadway Sign Removal and Reinstallation	EACH	4	300.00	1,200.00	320.00	1,280.00	1,000.00	4,000.00
34	Inlet Filters	EACH	1	150.00	150.00	375.00	375.00	250.00	250.00
35	Restoration	SQ YD	150	35.00	5,250.00	9.00	1,350.00	45.00	6,750.00
36	Landscape Planting Areas	L SUM	1	7,000.00	7,000.00	5,730.00	5,730.00	7,500.00	7,500.00
37	Irrigation System Repair	FOOT	200	35.00	7,000.00	117.00	23,400.00	25.00	5,000.00
38	Construction Entrance - Complete	L SUM	1	4,000.00	4,000.00	1,575.00	1,575.00	15,000.00	15,000.00
39	Contingency	L SUM	1	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
40	Insurance Provisions - Complete	L SUM	1	3,000.00	3,000.00	1,800.00	1,800.00	1,000.00	1,000.00
Sub-Totals:					\$ 432,030.00		\$ 378,335.96		\$ 577,318.00
Bid Error Corrections:									
14	Park Bench - Removal and Reinstallation						\$ 645.00		
Bidder's Total Amount							\$ 377,050.96		
Corrected Totals - - -							\$ 378,335.96		\$ 577,318.00
Over / Under - - -							\$ (53,694.04)		\$ 145,288.00
Percent - - -							-12.43%		33.63%