
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 12, 2023 - 10:00 AM

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

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

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

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

4. **Approval of Bills**

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

B) Payroll 4

5. **Permits**

A) Cristo Rey 23

B) Our Lady of Charity 26

6. **Reports**

A) Collector's Office Report & Revenue Summary - July 2023 28

B) Collector's Office Report & Revenue Summary - August 2023 31

7. **Ordinances**

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B) An Ordinance Authorizing And Approving An Intergovernmental Agreement Between The Board Of Education Of Cicero School District 99 And The Town Of 40

Cicero, County Of Cook, State Of Illinois

8. **Ordinances - Land Use**

A) An Ordinance Granting A Special Use Permit For The Property Commonly Known As 4757 West Cermak Road, Cicero, Illinois 51

9. **Resolutions**

A) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Tai Ginsberg & Associates, LLC To Provide Consulting Services To The Town Of Cicero, County Of Cook, State Of Illinois 57

B) A Resolution Appointing Certain Individuals To Specified Positions For The Town Of Cicero, County Of Cook, State Of Illinois 68

C) A Resolution Authorizing, Approving, And Ratifying An Invoice From Veteran Transportation Services For Hauling Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois 74

D) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Benford Brown & Associates, LLC For The Town Of Cicero, County Of Cook, State Of Illinois 82

E) A Resolution Authorizing The Town President To Enter Into A Certain Professional Services Agreement With Katherine Skurski, DNP, APRN_FPA, FNP_BC, To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois 104

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H) A Resolution Authorizing, Approving, And Ratifying An Amendment To A Grant Agreement With The Illinois Department Of Commerce And Economic Opportunity For The Town Of Cicero, County Of Cook, State Of Illinois 137

I) A Resolution Authorizing And Approving An Application For Grant Funding From The Illinois Attorney General For The Town Of Cicero, County Of Cook, State Of Illinois 149

J) A Resolution Authorizing And Approving The Acceptance Of Grant Funds From The Federal Emergency Management Agency For The Town Of Cicero, County Of Cook, State Of Illinois 177

K) A Resolution Authorizing And Approving The Purchase Of Police Tactical Equipment For The Town Of Cicero, County Of Cook, State Of Illinois 206

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M) A Resolution Authorizing And Approving The Purchase Of A Security System For The Town Of Cicero, County Of Cook, State Of Illinois	231
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10. <u><i>New Business</i></u>	
A) Recommendation To Award The Contract For Construction Manager For The Inclusive Park Project To The Lowest Responsible Bidder	255
11. <u><i>Citizen Comments (3 minute limit)</i></u>	
12. <u><i>Adjournment</i></u>	

DATE 9/07/23 EMPLOYEES BY
 TIME 17:15:11 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
 05/20/1991 ESPOSITO, ROSEMARIE
 06/01/1992 KOTECKI, JIMMY
 06/07/1992 WOOD, JAMES
 04/26/1993 BAILEY, NANCY
 12/15/1993 SANCHEZ, EDNA, M
 11/16/1994 POROD, KARYN
 01/17/1995 STELLA, RAMONA
 08/29/1995 PUNZO ARIAS, MARIA, A
 02/01/1996 MAVRINAC, DAVID, W
 04/16/1996 GALVAN, ARMANDO, A, JR
 04/16/1996 KANE, FRANK, J
 10/28/1996 RIOS, SYLVIA
 02/16/1997 LYTTEK, PAUL, F
 02/16/1997 RUTKA, PHILIP
 03/03/1997 GUZMAN, PATRICIA
 04/07/1997 VIRRUSO, JOSEPH
 05/20/1997 MOSCINSKI, NANCY, A
 06/16/1997 JARAMILLO, JESSICA, A
 07/16/1997 DEGANUTTI, JOHN, J
 09/15/1997 WINES, ANDRE
 10/06/1997 JIMENEZ, MIGUEL, A
 10/06/1997 ROLEWICZ, TIMOTHY, J
 10/27/1997 DELONG, WHITNEY, A
 01/09/1998 DIAZ LUNA, FRANCISCO
 02/18/1998 TORRES, MARICELA
 02/19/1998 MARINO, NICHOLAS
 05/01/1998 RIVERA, SAUL
 06/08/1998 ROBERSON, ALBA
 06/09/1998 WIECZOREK, LISA
 06/15/1998 SANTIAGO, PRISCILLA
 08/07/1998 MONTES DE OCA, GIOVANNI
 09/08/1998 FITHIAN, GREGORY, S
 09/15/1998 ESPOSITO, PATRICIA, L
 10/01/1998 JOSEPH, JEFFREY
 10/05/1998 PELIKAN, DONALD, J
 10/16/1998 FIORE, STEPHEN, A
 10/16/1998 PENZKOFER, JEFFREY, M
 11/24/1998 VELAZQUEZ, MANUEL
 01/04/1999 KOSENESKY, RHONDA, ANN
 03/22/1999 MARTINEZ, JOSE, ANGEL
 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

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CORPORATE

04/11/2000 CAVA, JOHN
 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
 10/30/2000 ALMENDAREZ, FRANCISCO
 11/01/2000 PEREZ, RUBEN
 01/12/2001 HERNANDEZ, FRANCELIA
 03/08/2001 MANIGLIA, MICHELE
 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
 02/26/2002 SANTORO, THOMAS, J
 03/08/2002 FOLTZ, CHRISTOPHER, W
 03/11/2002 FLORES, MARIA, D
 04/05/2002 MACIAS, JACOBO, A
 04/05/2002 MACIAS, RAYMOND, A
 06/11/2002 GARCIA, MARTHA, P
 07/15/2002 MICHAELS, ANDREW, J
 08/05/2002 CHLADA GALARZA, NICOLE, M
 08/26/2002 FRAIRE, MICHELLE, M
 08/26/2002 KOSIROG, PATRICIA, ANN
 09/09/2002 TYLKA, TIM, J
 09/18/2002 AMIGON, MARIA
 09/18/2002 OLVERA, ARACELI
 09/24/2002 SKIDMORE, MICHAEL, W
 10/01/2002 MENDOZA, ARACELI
 10/18/2002 LOPEZ, LUIS
 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

HUMAN RESOURCES

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CORPORATE

04/28/2003 ALVAREZ, JOSE
 06/02/2003 CERVANTES, ANTONIO
 06/10/2003 MORAVEC, RON
 06/10/2003 NAVARRO, LETICIA
 06/18/2003 PINA, ALEJANDRO
 06/25/2003 BAUSONE, MARK, D
 06/30/2003 UPDYKE, CYNTHIA, J
 08/22/2003 POLASHEK, THEODORE, J
 08/22/2003 SAMMON, PATRICK, J
 08/25/2003 GUERRERO, MAGDALENA
 09/09/2003 SANTANA, LORRAINE
 09/23/2003 ERICKSON, BRADLEY
 09/23/2003 GALARZA, WALBERTO
 09/23/2003 RICHERT, ROBERT, J
 10/01/2003 RANGEL, CRUZ, G
 10/09/2003 COMAS, BENJAMIN
 11/25/2003 GUIDO, LOUIS
 01/28/2004 TERRACINO, JAMES, E
 05/03/2004 VALENCIA, LESLIE, G
 09/14/2004 BARRERA, ELIZABETH
 10/01/2004 AVILA, LEONARDINE
 12/14/2004 ALANIS, JOSE, E
 12/14/2004 ALANIS, LUIS, A, JR
 12/14/2004 PEREYRA, KENNETH
 01/18/2005 LEON, MARIA
 02/01/2005 LARA, GERARDO
 02/08/2005 CALDERON, JOSE, J
 02/17/2005 JIMENEZ, JUANITA, V
 03/17/2005 GODINEZ, FERNANDO
 05/10/2005 DOMINICK, LARRY
 05/10/2005 GARCIA, VICTOR, R
 05/10/2005 GIANAKOPOULOS, LISA, A
 05/10/2005 HERNANDEZ, ROLANDO
 06/01/2005 RUIZ, PATRICIA
 06/06/2005 WOLFF, AMANDA, M
 06/13/2005 KUSPER, SARAH
 06/14/2005 SCHMIDT, LUCY, J
 06/15/2005 SANTAMARIA, DAYANARA
 06/16/2005 DEMBOWSKI, PAUL
 06/16/2005 LOPEZ, MARIO, SR
 06/20/2005 BARLOW, ALBERT, M
 06/20/2005 CURRY, MICHAEL, J
 06/20/2005 DURAN, DAVID
 06/28/2005 ARIAS, JOSE, L, SR
 06/28/2005 CHLADA, NICOLE, D
 06/28/2005 DEMBOWSKI, CYNTHIA
 06/28/2005 DOMINICK, BRIAN, K
 06/28/2005 SCHVACH, MARYLOU
 06/28/2005 WENTE, WAYNE, L
 06/29/2005 GUZMAN, MIGUEL, JR
 07/11/2005 JELIC, NICHOLAS, J
 07/12/2005 TOMSCHIN, THOMAS, M
 07/13/2005 VICERA, ERIC
 07/18/2005 ROCHA, CESAR

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CORPORATE

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

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CORPORATE

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

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CORPORATE

06/01/2009 MANIADAKIS, VALIA
06/01/2009 PILA, PAMELA
06/01/2009 ROSAS, ERIKA
06/10/2009 VARGAS, EDDIE
07/20/2009 PILA, KIMBERLY
09/14/2009 GIOVANNELLI, KATHLEEN
09/25/2009 GARCIA, MICHAEL
10/01/2009 FELBINGER, RANDY
10/01/2009 SANTOS, DANIELLE, M
10/05/2009 GONZALEZ, JUANITA
12/14/2009 KOLIN, JAKE, E
12/14/2009 ROSS, EDWARD
12/14/2009 STAHL, MICHAEL
12/22/2009 ALEGRIA, MARIO
12/22/2009 KOC, PAUL, M
01/04/2010 MEDINA, NAOMI, G
02/05/2010 MUNOZ, MARIA, G
03/08/2010 TOMSCHIN, THOMAS, W
03/23/2010 GURROLA, VICTOR
03/29/2010 VARGAS, JESUS
04/24/2010 PROCENTI, SANTO
04/27/2010 DRAGISIC, BRANISLAV
04/27/2010 INGVE, ANGIE
05/25/2010 MIHALOPOULOS, IOANNIS
05/25/2010 SPIZZIRRI JELIC, MARY ELLEN
06/17/2010 BORON, SAMANTHA
06/24/2010 MIJARES, JACOB
06/28/2010 GRANADOS, GLORIA
08/11/2010 VARGAS, DAVID
10/08/2010 MARTINEZ, ERIKA
12/28/2010 LARA, EDGAR
12/28/2010 LOPEZ, ROSENDO
12/28/2010 OROZCO, SALVADOR
01/14/2011 CHAVEZ, MARISELA
02/08/2011 NOVINGER, JOSHUA
02/08/2011 VERTIN, JOSEPH, M
06/01/2011 ORTIZ, WILLIAM, R
06/07/2011 RODRIGUEZ, SAMUEL
06/14/2011 MORENO, JOVAN
06/14/2011 WIEST, BRANDON
06/15/2011 REITZ, REBECCA
06/28/2011 ADAN, ALI
07/01/2011 MANGIA, DONALD
09/19/2011 JOHNSON, TERYL
09/19/2011 OLSON, ROBERTA
09/19/2011 REYES, FABIOLA
10/28/2011 SANCHEZ, ROBERTO
11/18/2011 GRANT, DARRYL
11/29/2011 MENDEZ III, HERMAN
12/02/2011 AHEARN, DANIEL
12/02/2011 CALVILLO, DAVID
12/04/2011 OBROCHTA, GEORGE, J
12/05/2011 MINCH, CLYDE, A
01/27/2012 CANO, CRISTIAN

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CORPORATE

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
 06/19/2012 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
 09/25/2012 BARONA, ARMANDO
 10/09/2012 MORALES, JANET
 10/22/2012 ORTEGA, RUTH
 11/26/2012 COCO-CALDERON, KIMBERLEY
 01/13/2013 ALVARADO, ISMAEL, JR
 01/28/2013 EVERHART, DIANA
 01/31/2013 AVILA, JONATHAN
 02/01/2013 SANCHEZ, ALBERTO
 04/02/2013 BENDA, KENNETH
 04/04/2013 MARQUEZ, ARGELIA
 04/08/2013 LOPEZ, EDDIE, N
 04/08/2013 RAMIREZ, JASON, R
 04/08/2013 VEGA, ALFONSO, JR
 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 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 RODRIGUEZ, THOMAS, M
 06/17/2013 UJEK, DONALD, J
 06/17/2013 UNZUETA, GRISELDA
 07/08/2013 ALVAREZ, JAIME
 07/08/2013 GASCA, ADRIAN
 07/08/2013 LUCZAK, MARK, D
 07/08/2013 MADDEN, WILLIAM, T
 07/08/2013 MCSHANE, SCOTT, C
 07/08/2013 RUEDA, ALEJANDRO
 07/08/2013 SANCHEZ, JOSE, R
 07/08/2013 SANDOVAL, VICTOR, M
 10/01/2013 MARTINEZ, MIGUEL

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CORPORATE

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
 05/30/2014 CUNDARI, FRANCESCA, A
 05/30/2014 CUTIC, EDWARD
 06/01/2014 WOOD, SHELLY
 06/02/2014 VALDEZ, JUAN, V
 06/04/2014 PESEK, JEFFRY, A
 06/04/2014 TWOMEY, DANIEL, M
 06/09/2014 GUZMAN, ROSARIO, C
 06/10/2014 DOMINICK, ZACHARY, B
 06/18/2014 SMITH, ROBERT
 07/07/2014 ALBA, EDGAR
 07/07/2014 ARLIS, KEVIN, R
 07/07/2014 COVARRUBIAS, OSCAAR
 07/07/2014 ROWE, HOPETON, O, JR
 07/09/2014 HRABAK, REID
 07/09/2014 XERIKOS, ANDY
 08/13/2014 BROPHY, PATRICK, S
 08/13/2014 CHICO, ANTHONY, R
 08/13/2014 CONLEY, GARY, L
 08/13/2014 LOPRESTI, MATTHEW, J
 08/13/2014 MAGANA, ANTHONY, L
 08/13/2014 ZIBUTIS, BENJAMIN, A
 08/14/2014 D'ANGELO, DOLORES
 09/03/2014 HRABAK, KIMBERLY
 09/10/2014 MARCOLINI, JONATHON, W
 09/10/2014 PEREZ, DANIEL, A
 09/10/2014 THILL, MATTHEW, A
 09/15/2014 AVILA, AZUCENA
 09/22/2014 MUROS, JOSEFINA
 09/22/2014 QUINONES, MANUEL
 09/30/2014 GRAJEDA, ARMANDO
 10/09/2014 ARIAS, CAROLYN
 10/14/2014 MATTHIS, RICHARD
 10/17/2014 WOLFF, DANIEL, A
 11/01/2014 GUZMAN, LLAQUENI
 11/01/2014 MALICKI, RICHARD
 11/13/2014 VALERDI, ROCIO
 01/05/2015 GARCIA, EVELYN
 01/05/2015 MACIEL, ANTONIA
 01/05/2015 OPALECKY, MATTHEW
 01/05/2015 PORRAS, MARGARITO

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02/13/2015 GRIMALDI, LINDA
 04/06/2015 VERA, NESTOR
 05/04/2015 MCDORMAN, PHILIP, A
 05/11/2015 CURDA, JAMES, M
 05/11/2015 GINNETTI, MATTHEW
 05/11/2015 LAYTON, KEVIN, S
 05/26/2015 ARMENTA, BRENDA
 05/27/2015 HEREDIA, LIZSANDRA
 05/27/2015 VILLA, CHRISTINA
 06/01/2015 BAUTISTA, ELIAS
 06/01/2015 HEREDIA, GUADALUPE
 06/08/2015 GUTIERREZ, ORLANDO
 06/08/2015 RIVERA, ARNOLDO
 06/10/2015 ARROYO, IVAN
 06/10/2015 FLORES, NICOLE
 10/05/2015 LOPEZ, MARTIN
 11/02/2015 SOTO, MARTIN
 11/05/2015 ARMENTA, MARGARITA
 11/28/2015 BUCIO, MICHAEL
 11/30/2015 FULARA, ROBERT
 01/11/2016 RANGEL, GEORGE, A
 01/11/2016 SERRANO, JOSE, L
 01/19/2016 CHAVARRY, CARLOS, A
 04/11/2016 CERVANTES, EFRAIN
 04/11/2016 RAMOS, REYNOL
 05/16/2016 DELGADO, ARCADIO
 05/24/2016 RYAN, MARY RITA
 05/24/2016 VARGAS, MARIA
 06/05/2016 BAHOVICH, FRANK
 06/05/2016 SOLANO, ANTHONY
 06/06/2016 BAEZ, GIOVANNI
 06/06/2016 COTTON, BRET
 06/06/2016 JIMENEZ, JENNIKA
 06/06/2016 MALDONADO, KAREN
 06/06/2016 SERRANO, SENOBIO
 06/06/2016 VALADEZ, GUSTAVO
 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
 11/30/2016 MANGAN, JOHN
 12/13/2016 MANOUZI, MALIKA
 12/13/2016 OSTLER, WILLIAM
 12/23/2016 DOMINICK, DIANA, J
 01/09/2017 BELLO, BALDO, A
 01/09/2017 CUCHNA, TAMARA, M
 01/09/2017 JIMENEZ, JESUS, M
 01/10/2017 PARRISH, VANESSA, N
 03/07/2017 NAVIA, GEORGE
 03/09/2017 BERLANGA, MARICELA

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04/10/2017 ESPARZA, JULIO, C
 04/24/2017 CHAVEZ, ANDRES
 04/24/2017 DIAZ, EDUARDO
 05/09/2017 POROD, ROBERT, F
 05/24/2017 IRIZARRY, DANIEL
 05/24/2017 SAUCEDO, CHRISTOPHER
 05/31/2017 GALVAN, VINCENT
 06/01/2017 TRABANINO, ABNER
 06/02/2017 MARTINEZ, BAILEY
 06/02/2017 PONCE, JOSE
 06/05/2017 CHAVARRY, RICHARD
 06/05/2017 SALGADO, EVELYN
 06/07/2017 QUIROGA, ADAM
 06/12/2017 TEJEDA, PRINCESS
 06/13/2017 WHITE, ROBERT
 06/14/2017 VARGAS, CARLOS
 09/06/2017 MCGRAW, ELIUD
 10/10/2017 CORDOVA, FRANCESLYN, O
 12/13/2017 TRABANINO, SAMUEL
 12/13/2017 ZAMORA, IRMA
 01/08/2018 AGUAYO, AARON
 01/08/2018 MARTINEZ, MICHAEL
 02/17/2018 RAYA, BENJAMIN
 02/28/2018 NAGLE, JOHN
 03/06/2018 MARLAR, BARRETT
 04/27/2018 MIDELL, DANIEL
 04/27/2018 MULBRANDON, JOEL
 04/30/2018 DIAZ, VIOLET
 05/07/2018 GARCIA, ALEJANDRO
 05/07/2018 MARTINEZ, ALYXANDRA, L
 05/07/2018 SALVATO, DAVID, C
 05/29/2018 JAROSZ, JERRY
 05/30/2018 CORTES, MARIA
 05/30/2018 DAVALOS, JUAN, L
 05/30/2018 MOTA, LUIS
 05/30/2018 VILUMIS, MICHAEL
 05/30/2018 ZEPEDA, JONATHAN
 06/03/2018 BARRIOS, CHRISTIAN
 06/03/2018 CASAS, DANIELA
 06/03/2018 FLORES MATIAS, ISAAC
 06/04/2018 CHAGOYA, EDUARDO
 06/04/2018 TAPIA, JAZMIN
 06/05/2018 CRUZ DURAN, STEVEN
 06/05/2018 SANCHEZ, ALIZAI
 06/18/2018 HANANIA, AARON
 06/26/2018 BUSCEMI, ANGELO, D
 06/26/2018 LUNA, FERNANDO
 06/26/2018 SZCZEPANIAK, MALAKAI
 07/20/2018 BLANKENSHIP, KYLE, P
 07/30/2018 ALEJANDRO, RUPERTO, JR
 07/30/2018 DELGADO, JENO, J
 08/01/2018 DAHMS, JUSTIN
 08/01/2018 GUTIERREZ, LUIS, M
 09/11/2018 HERNANDEZ, OSCAR

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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
 11/27/2018 BANCROFT, AMY, E
 11/27/2018 TENBROECK, PERLA, D
 12/03/2018 TORO, CHRISTIAN, A
 02/25/2019 MORENO, JAVIER
 02/27/2019 RODRIGUEZ, ANAHI, G
 02/28/2019 CIUREJ, JAMES, J
 02/28/2019 KRYGSHELD, STEVEN, A
 02/28/2019 LEAHY, KEVIN, D
 02/28/2019 PHILLIPS, PATRICK, W
 02/28/2019 RUTKA, LEONARD, S
 03/04/2019 FERNANDEZ, FELIX, JR
 05/03/2019 KRAUT, FRANK
 05/06/2019 TALLEN, DANIEL, M
 05/14/2019 DARLING, RICHARD
 05/14/2019 DOYLE, MATTHEW, K
 05/28/2019 DIAZ, IZEL, E
 05/29/2019 GARCIA BANCROFT, JOSHUA
 05/29/2019 REZA, EDWIN
 05/29/2019 VARGAS, EDWARD
 06/17/2019 MALDONADO, ALEJANDRO
 06/19/2019 DI GIULIO, PASQUALE
 06/24/2019 ROBLEDO, JORGE, JR
 07/23/2019 HUGHES, TERENCE, W, II
 08/05/2019 HERNANDEZ, OMAR
 09/03/2019 CARDONA, JAIRO
 09/03/2019 GUTIERREZ MUNOZ, JUANA, M
 09/03/2019 MALFEO, ALEXANDER
 09/03/2019 RODRIGUEZ, SAMUEL
 09/04/2019 DIAZ, CARLOS, E
 09/05/2019 GALVEZ, MARIA, C
 09/09/2019 HAYES, MIA, J
 09/30/2019 ANDRADE, ANDREW
 10/21/2019 VAIS, ANTHONY, J
 11/04/2019 GARZA, FRED
 11/04/2019 OROZCO, JOSE, L
 11/30/2019 BLOOD, OLIVIA, R
 12/09/2019 GUERRERO, ANTHONY
 12/10/2019 CANNOVA, DOMINIC
 12/14/2019 KUBELKA, DAVID
 12/18/2019 PAREDES, JOSE
 01/06/2020 BARAJAS, JOEL
 01/06/2020 MARTINEZ, LUIS, D
 01/06/2020 RAMIREZ, EDMOND
 01/14/2020 HICKMAN, ADAM, D
 01/27/2020 CERVANTES, DIDIER
 01/27/2020 RANIERI, NADIA
 02/04/2020 PAREDES, ANA, L
 03/10/2020 VAVAL, CHRISTOPHER, M

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CORPORATE

05/26/2020 SERNA, ADRIANA
06/06/2020 CUNDARI, CARA, L
06/09/2020 EUKOVICH, THOMAS, G
06/17/2020 NAVARRETE, CARLOS
06/18/2020 CRUZ, BRIAN
06/29/2020 JOHNSON, CORNELIUS
07/01/2020 OJEDA, YAHIR
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
09/14/2020 GONZALEZ, GUSTAVO
09/14/2020 KOEHLER, MICHAEL, D
09/30/2020 HERNANDEZ, BRANDEN
10/27/2020 DOMINICK, DANIELLE
12/03/2020 CASTRO, JUAN, M
12/07/2020 LAZCANO, GENARO
12/07/2020 MURPHY, BRENDAN, R
12/07/2020 SCHAEFFER, GRAHAM, P
12/07/2020 SICILIANO, JAMES, A
01/04/2021 ANGELES, OMAR
01/04/2021 BAHENA, FRANCISCO, J
01/04/2021 ENRIQUEZ, ADRIAN, M
01/04/2021 RAUBA, MARTIN, D
01/12/2021 OJEDA, JUAN, C
01/13/2021 RAUBA, MARISSA, M
01/14/2021 RAMIREZ, PERLA, J
02/09/2021 SCHWAR, STEPHEN, F
03/01/2021 RODRIGUEZ, DANIEL
03/08/2021 RAMIREZ, RAMIRO
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
05/10/2021 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 REYES, JOSHUA
06/02/2021 VARGAS, CESAR
06/03/2021 MARTINEZ, GAEL
06/03/2021 MARTINEZ, GARETH, I

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06/03/2021	MELCHOR, REYNALDO
06/03/2021	NAVAL, JENNIFER
06/03/2021	OROZCO, LUIS, D
06/04/2021	BARRAGAN, DESTINY, G
06/04/2021	BARRAGAN, JASMIN
06/04/2021	BUSCEMI, DOMINICK, A
06/04/2021	DELGADILLO, BERENISE
06/05/2021	SAN PEDRO, EDGAR
06/05/2021	SAN PEDRO, LESLIE, G
06/06/2021	ROMERO, LUIS, R
06/07/2021	ESCOBEDO, JUAN, J
06/09/2021	BARAJAS, DAVID
06/09/2021	MENDEZ, NATHAN, M
06/09/2021	RAMIREZ, SAMANTHA
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	MARCOLINI, ZACHARY, A
06/15/2021	RETANA, CELESTE
06/15/2021	SORIA, MOISES
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
07/15/2021	CHAGOYA, JESUS, M
07/19/2021	NUNO, GABRIELA
08/11/2021	MORRO, GERALD, A
08/29/2021	MEJIA, ANGELICA
08/30/2021	DISTOR, SYRON
09/01/2021	POLASKI, JAMES, R
09/06/2021	SAVAGE, EDWARD
09/07/2021	SUMERACKI, LESLEY
09/13/2021	GARZA, BRYAN, A
09/13/2021	GARZA, KATHIE, M
09/18/2021	SANCHEZ, ARMANDO, E
09/23/2021	JARAMILLO, JAVIER
09/27/2021	TORRES GARCIA, MIGUEL
10/04/2021	BOYLE, THOMAS, P
10/04/2021	SANCHEZ, CARLA, Y
10/25/2021	WOLFF, MICHAEL, A
11/08/2021	BANDA, RAYMUNDO
11/15/2021	URIOSTEGUI, ADRIAN
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

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CORPORATE

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, S
 01/10/2022 LOEZA, FRANK
 01/10/2022 PALAFOX, CESAR, G
 01/10/2022 SHEEHAN, CONNOR, M
 01/10/2022 VALENTI, JESSE, A
 01/12/2022 RENTERIA, ANTHONY, V
 01/19/2022 YARBROUGH, LESIA, M
 01/24/2022 DIAZ, EDNA
 02/07/2022 NOWAK, MARK, A
 02/07/2022 TEMES, DELORES, R
 02/23/2022 ALVA, ERIKA
 02/28/2022 RODRIGUEZ, KATRIN, T
 03/01/2022 HURD, BRANDON, T
 03/01/2022 KUBICA, FRANCESCA, K
 03/01/2022 RUGGIERO, STEVEN, P
 03/01/2022 SWISTEK, AFTON, D
 03/09/2022 ZAMBRANO, ANTONIO
 03/22/2022 VARGAS, BLANCA, M
 04/11/2022 CRUZ ANAYA, IDALIA
 04/11/2022 MENDOZA, ULISSES
 04/11/2022 WALCZAK, RYAN
 04/16/2022 RAMIREZ, SALVADOR
 05/02/2022 CAMACHO CORNELIO, MARIA, I
 05/02/2022 CAMACHO-ELLISON, LETICIA, D
 05/02/2022 CARRILLO-GIRON, NESTOR, C
 05/02/2022 CHEVRY, DONNA, M
 05/02/2022 ESTRADA, CHRISTOPHER, A
 05/02/2022 GRANGER, LYNETTE, K
 05/02/2022 HERVIEUX, OCEAN, N
 05/02/2022 KNOWSKI, LISA, M
 05/02/2022 MATHIS, SKYLAR, P
 05/02/2022 NOYOLA, PATRICIA
 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 SMITH, GLEN
 05/02/2022 WILLIAMS, PAMELA, J
 05/05/2022 VEGA, JACKLYN
 05/05/2022 VEGA, JENNIFER
 05/09/2022 CORNEJO, MARIA, C
 05/23/2022 RAMOS, ROSALINDA

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05/31/2022 GALLEGOS, MARA, A
 05/31/2022 PULLIA, NATHAN
 06/02/2022 ROMERO-CARRILLO, MANUEL
 06/03/2022 FLORES, ADAN
 06/03/2022 GUZMAN, ANDREW
 06/06/2022 MANFRE, RYAN
 06/07/2022 HERNANDEZ, JONATHAN
 06/08/2022 GONZALEZ, ALEJANDRO
 06/08/2022 ROMERO, ANGEL
 06/12/2022 FLORES, JOSE
 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 LEATO, AARON
 06/15/2022 MARTINEZ, SANTIAGO
 06/15/2022 PAIZ, AUSTIN
 06/15/2022 RAMIREZ, JOSUE
 06/21/2022 BONILLA, ANDRES, A
 06/21/2022 GARCIA, VANESSA
 06/21/2022 MAYORGA, VALENTINA
 06/21/2022 OLAVARRIA, DANIELLE
 06/21/2022 ROMERO, URIEL
 06/21/2022 SANTOS, SARAH
 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 GARCIA, ROBERTO
 07/17/2022 HUITRON, IVAN
 07/18/2022 MARTINEZ, ROLANDO
 07/18/2022 REICHENBERGER, NATHAN
 07/18/2022 TALBOT, NATHANIEL
 08/15/2022 ARDOLINO, MEGHAN
 08/15/2022 WEINER, SAMANTHA
 08/15/2022 WILLIS, FELICIA
 08/25/2022 DIAZ, JESUS
 08/25/2022 LEWANDOWSKI, NICHOLAS
 08/25/2022 TAYLOR, JOHNNY
 08/29/2022 DIAZ, ANTONIO
 08/29/2022 MARTINEZ, NICHOLAS
 08/29/2022 MORENO, ADRIAN
 08/29/2022 NUNEZ, ALEX
 08/29/2022 QUIROGA, ANTHONY
 08/29/2022 WASHINGTON, JADA
 09/06/2022 GRAJEDA, ROY
 09/13/2022 SANDOVAL, RUBEN
 09/15/2022 RABER, ALYSSA
 09/19/2022 WILLIS, DELISHA
 10/11/2022 PEREZ, NOEMI
 10/17/2022 MONTIEL, JOEL
 10/17/2022 PEREZ-VARELA, RAUDEL

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10/17/2022 SPURLOCK, JARROD
 10/24/2022 ARELLANO, FELICIANO, JR
 11/14/2022 GONZALEZ, OLIVIA
 11/21/2022 MORALES, MARIO
 12/08/2022 DIAZ DONATO, LUPITA
 12/12/2022 REYES, ALICIA
 12/14/2022 HUNTER, GEORGE
 12/19/2022 RODRIGUEZ, EDUARDO
 12/19/2022 ROSAS, DIANA
 01/09/2023 BRIGGS, SAMANTHA
 01/17/2023 FERNANDEZ, JOHN
 01/23/2023 CAZARES, EMILIO, CHAVIRA
 01/23/2023 HARRIS, THERESA
 01/26/2023 SOTELO, DIEGO
 03/07/2023 RIVAS, MARIA, G
 03/13/2023 DEFRANCISCO, SAM
 03/22/2023 RODRIGUEZ, MARK
 04/03/2023 JOHNSON, PATRICK
 04/10/2023 BONILLA, FRANCISCO
 04/17/2023 NOVOA, LUIS
 04/20/2023 BONFANTE, JAVIER
 04/24/2023 CARRILLO, ALEJANDRO
 05/01/2023 AVALOS-LANDEROS, ALEXIS
 05/01/2023 JANOSEK, MATTHEW
 05/01/2023 MOLARO, MARK
 05/01/2023 NOVOA, DAVID
 05/02/2023 GALVAN ACOSTA, MARIEL
 05/07/2023 REYES, CARMEN
 05/11/2023 BENITEZ, IRIS
 05/11/2023 DIAZ, ELYANA
 05/11/2023 GONZALEZ, JACQUELINE
 05/11/2023 OROZCO, AARON
 05/11/2023 OROZCO, ISIDRO
 05/15/2023 ARCE, JULIANA
 05/15/2023 ESTRADA, MAIRA
 05/15/2023 GORGAN, CHARLES
 05/15/2023 IBARRA-MORENO, ABELARDO
 05/15/2023 PURDY, BRYOR
 05/15/2023 RAMIREZ, CHRISTIAN
 05/15/2023 RAUZI, DANILO
 05/18/2023 GIOVANNELLI, CHRISTOPHER
 05/22/2023 HORODECKI, KAITLYN, E
 05/22/2023 PIETURA, JOANNA
 05/23/2023 BUSCEMI, COLETTE, M
 05/23/2023 CARROLL, MAUREEN
 05/23/2023 HARRIS, MICHAEL
 05/23/2023 JELIC, JEANEY
 05/23/2023 MARTINEZ, RAUL
 05/23/2023 PANOZZO, NICHOLAS, L
 05/30/2023 HEREDIA, ANDREW
 05/30/2023 HEREDIA, ANTHONY
 05/30/2023 MCCANN, RYAN, T
 05/31/2023 LOPEZ, CYNTHIA
 06/01/2023 BARRIENTOS, DELILAH

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06/01/2023 GUTIERREZ, GALILEA
 06/01/2023 ROJAS MONTES DE OCA, ISABELLA
 06/02/2023 FLORES, ALEX
 06/02/2023 FLORES, JULIAN
 06/02/2023 MORELOS, ANTHONY
 06/02/2023 RODRIGUEZ, DIANA
 06/03/2023 ARCEO, AMIR
 06/04/2023 DIAZ, DAVID
 06/04/2023 FARIAS, LEONEL
 06/04/2023 LOZANO, FRANKIE
 06/05/2023 CERVANTES, STEVE
 06/05/2023 GARCIA, BRAYAN
 06/05/2023 LOWERY, LUKE
 06/05/2023 MERAZ, MANUEL
 06/05/2023 MONTERO, JUAN DIEGO
 06/05/2023 NIEVES, ANGELO
 06/05/2023 PEREZ, JOEL
 06/05/2023 TOVAR, ALEXIS
 06/06/2023 ALVA-VALENCIA, GABRIEL
 06/06/2023 DOMINICK, JACOB
 06/06/2023 GONZALEZ-RUIZ, NOE
 06/06/2023 JUAREZ HERNANDEZ, JORGE
 06/06/2023 MARTINEZ, FELIX
 06/06/2023 OROZCO, ALYSSA
 06/06/2023 RIOS, JORGE
 06/06/2023 YEPEZ, EDUARDO
 06/06/2023 ZARCO, RAMIRO
 06/07/2023 ARIZAGA, ANTONIO
 06/07/2023 BARAJAS, DIEGO
 06/07/2023 BARAJAS, JUAN PABLO
 06/07/2023 CARMONA, RICARDO
 06/07/2023 FLORES, FERNANDO
 06/07/2023 GODOY, MICHAEL
 06/07/2023 GONZALEZ, ETHANIEL
 06/07/2023 RETANA, ERNESTO
 06/07/2023 SERRANO, JASMINE
 06/08/2023 HERNANDEZ ORTIZ, GABRIEL
 06/08/2023 JUAREZ HERNANDEZ, DAISY
 06/08/2023 TAPIA, OLIVER
 06/08/2023 TOVAR, MAGALY
 06/11/2023 GARCIA, LORENZ
 06/11/2023 KORZELIK, DANIEL
 06/12/2023 CAHUE, KARLA
 06/12/2023 CAHUE, REBECCA
 06/12/2023 CONTRERAS-ORTIZ, ISABEL
 06/12/2023 CORTEZ, KEVEN
 06/12/2023 DAVILA, JULIAN
 06/12/2023 MARTINEZ, LEONEL
 06/12/2023 OLANO, SOPHIA
 06/12/2023 ORTIZ, KAYLA
 06/12/2023 RODRIGUEZ, MELISSA
 06/12/2023 RODRIGUEZ VELARDE, GIOVANNI
 06/12/2023 ROMERO, ERICK
 06/12/2023 SANCHEZ, BRANDON

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

DATE 9/07/23

EMPLOYEES BY

TCHR97

TIME 17:15:11

HIRE DATE

JJARAMILLO

HIRE DATE NAME

=====

CORPORATE

- 06/12/2023 SANTAMARIA, DHARMAH
- 06/13/2023 ACOSTA, ANTONIO
- 06/13/2023 CAMPOS, JOCELYN
- 06/13/2023 CHAVEZ, LILIANA
- 06/13/2023 SILVA, RONALD, A
- 06/14/2023 LOPEZ, FREDERIC
- 06/15/2023 BERGMAN, BRIANNA
- 06/15/2023 ROMAN, CHRISTIAN
- 06/18/2023 ALANIS, ISAAC
- 06/19/2023 MARTINEZ, ELVIA
- 07/09/2023 RIVERA, JAVIER
- 07/10/2023 YOUNG, NICOLE
- 07/11/2023 CUNDARI, DEAN
- 08/04/2023 RODRIGUEZ, MELQUISEDEC
- 08/14/2023 VARGAS, ERIK
- 08/28/2023 ALEXANDER, CHERI
- 08/28/2023 BEDOY, BRIANNA
- 08/28/2023 MAZUR, SARAH
- 08/28/2023 ODONNELL, JENNIFER
- 08/28/2023 SCHILLO, NICOLE

Total Employees: 938
 Estimated Payroll Salary: 1,654,875.51

NOTE: Hourly rates not included in estimated payroll salary

DATE 9/07/23 EMPLOYEES BY
 TIME 17:15:11 HIRE DATE
 HIRE DATE NAME

TCHR97
 JJARAMILLO

=====

LIBRARY

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

Total Employees: 32
 Estimated Payroll Salary: 27,626.18

NOTE: Hourly rates not included in estimated payroll salary



Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Fwd: Cristo Rey Jesuit High School

3 messages

Maria Arias <marias@thetownofcicero.com>
To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Thu, Sep 7, 2023 at 12:29 PM

Hello Jessica -

Please add this request under permit requests.

Thank you,

Maria

----- Forwarded message -----

From: **Jessica Cervantes** <jcervantes@crstorey.net>
Date: Thu, Sep 7, 2023 at 10:59 AM
Subject: Cristo Rey Jesuit High School
To: Marias@thetownofcicero.com <Marias@thetownofcicero.com>

Hello Maria,

I hope this email finds you well. My name is Jessica Cervantes, I am the Admissions Coordinator at Cristo Rey Jesuit High School. For several years we have had many great students from Cicero attend our school, I personally grew up in Cicero and I am also a Cristo Rey Alumna. As a result, I believe it would be a good idea to make an effort to be more visible and spread the word about what our institution has to offer. I'm contacting you because I'm really interested in the idea of attending a community event to inform Cicero families about our school. I would be grateful if you could provide me with any recommendations or put me in touch with someone I can talk to about any forthcoming events where we might be able to set up an information table, that would be greatly appreciated.
I value your time and wish you a wonderful day.



Jessica Cervantes
Admissions Coordinator

1852 W. 22nd Place
Chicago, Illinois 60608
www.cristorey.net

773-890-7114
jcervantes@crstorey.net



--
Maria A. Punzo-Arias
Town Clerk

TOWN OF CICERO
4949 W. Cermak Road
Cicero, IL 60804
Office: (708) 656-3600, Ext. 200
Fax: (708) 656-5801

Email: marias@thetownofcicero.com
Web: www.thetownofcicero.com

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

7 attachments



Maria Arias <marias@thetownofcicero.com>
To: Jessica Cervantes <jcervantes@crstorey.net>
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Thu, Sep 7, 2023 at 12:32 PM

Hello Jessica -

Your request will be added to the upcoming board meeting agenda scheduled for September 12, 2023. Meeting will be held in the Town of Cicero, 4949 W. Cermak Road, Cicero, IL 60804, 1st Floor Council Chambers, meeting starts promptly at 10:00 AM and parking is also available in the back PARKING GARAGE. If you are unable to attend, please send a representative that will be able to answer any questions that the board members may have.

Look forward to seeing you there!

Maria
[Quoted text hidden]

7 attachments



 **image676545.png**
1K

 **image060555.png**
1K

 **image810428.png**
1K

 **image995850.png**
1K

Jessica Cervantes <jcervantes@crstorey.net>
To: Maria Arias <marias@thetownofcicero.com>
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Thu, Sep 7, 2023 at 12:44 PM


Thank you, Maria, I will be there.



1852 W. 22nd Place
Chicago, Illinois 60608
www.cristorey.net



Jessica Cervantes
Admissions Coordinator

 773-890-7114
jcervantes@crstorey.net

From: Maria Arias <marias@thetownofcicero.com>
Sent: Thursday, September 7, 2023 12:32 PM
To: Jessica Cervantes <jcervantes@crstorey.net>
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>
Subject: Re: Cristo Rey Jesuit High School

[Quoted text hidden]



OUR LADY OF CHARITY SCHOOL CICERO, IL 60804

September 5, 2023

Dear Honorable Town Board Members and Town President,

Our school wishes to request your permission to host a "Flea Market" on Saturday, September 23rd and Sunday, September 24th. We are planning on hosting the event in the school parking lot and field, located at 3620 S. 57th Ct., Cicero, IL from 9:00 am to 4:00 pm on both days. We are also planning on having a DJ, and selling food.

Thank you in advance for considering our request.

Sincerely,


Rosamar Mallari
Operations Director

3620 S. 57th Ct., Cicero, IL 60804

Telephone: 708.652.0262

Web Site: www.olc-school.org

E-Mail: office@olc-school.org



Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Permission Request

1 message

Rosamar Mallari <rmallari@archchicago.org>

Tue, Sep 5, 2023 at 7:09 AM

To: "jjaramillo@thetownofcicero.com" <jjaramillo@thetownofcicero.com>

Hello Ms. Jaramillo,

I hope this email finds you well.

Our school fundraising committee is planning a flea market in our school grounds for September 23 & 24. Please find attached the letter requesting permission to have this event.

Thank you in advance for your assistance.

Sincerely,

Rosamar Mallari

Director of Operations

Our Lady of Czestochowa and Charity Parish &

Our Lady of Charity School

O: 708-652-0948 Ext. 221

M: 708-682-4692

rmallari@archchicago.org

 **2023_OLC-SCH_Flea Market.pdf**
150K



THE TOWN OF CICERO

Revenue Summary

Date: Sat Jul 1 2023 to Mon Jul 31 2023

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	1874	\$93,784.5
VT	3134	\$174,160
Pet License	15	\$
Misc	1079	\$54,030
Business License Fees	445	\$228,125.95
EL Parking Permit	9	\$450
Gas Tax	12	\$92,639.28
Parking Lot Tax	1	\$2,000
SETTLEMENT OF SUITS	7	\$3,049
Chaffeur License	2	\$75
Special Events	12	\$9,500
Misc	1	\$40
HV	55	\$15,525
AO	132	\$17,275
Dumpster Permit	29	\$575
Building Fee	393	\$71,420
Fine	15	\$3,000
Occ Fee	15	\$1,960
Plumbing Inspection	55	\$12,900
Plan Review Fee	26	\$18,140
Court Recording Fee	7	\$458.75
Compliance	2	\$350
Electrical Permits	89	\$17,526
Sign Inspection	210	\$33,259
Vacant Building Registration	13	\$2,600
2007 Bond Escrow R.E. Taxes	1	\$
Elevator Inspections	22	\$4,070
Credit Card Surcharge Fee	2398	\$5,838.75

additional compliance inspection fee	24	\$1,200
Transfer Stamps	56	\$111,809
Escrow	31	\$
Escrow Processing Fee	31	\$3,100
Dog Park Permit	1	\$
Compliance	56	\$7,625
Business License Application	17	\$2,125
AO Reopening Fee	9	\$950
Reserved Handicap Parking	22	\$1,230
Municipal Parking Lot Permit	25	\$2,400
		Total Sales: \$993,190.23

Receipts by Payment Code Report

Payment Date Range 07/01/23 - 07/31/23

Summary Listing

Payment Code	Grant	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category	Default Category - Conversion			
Default Category				
305 - DENTAL FEES		Cicero Accounts Payable	12	4,532.06
404 - ADMINISTRATIVE TICKETS		Cicero Accounts Payable	28	2,700.00
651 - FOOD SERVICE PERMIT/INSP FEES		Cicero Accounts Payable	15	26,050.00
672 - TOWING & STORAGE FEES		Cicero Accounts Payable	43	115,355.00
983 - NET MEDICAL SUPPLIES		Cicero Accounts Payable	13	21,488.59
		Payment Category	Default Category - Conversion	Default Category
			Totals	
			111	\$170,125.65
		Grand Totals	111	\$170,125.65



THE TOWN OF CICERO

Revenue Summary

Date: Tue Aug 1 2023 to Thu Aug 31 2023

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	1895	\$98,455
VT	1056	\$52,540
Pet License	17	\$
Misc	303	\$15,180
Business License Fees	298	\$165,359.8
EL Parking Permit	11	\$1,140
Gas Tax	21	\$135,482.42
Parking Lot Tax	4	\$12,160
ADMISSION TAX	2	\$27,442.45
SETTLEMENT OF SUITS	8	\$4,130
RENTAL INCOME	1	\$5,660.5
MUNI UTILITY ELECT TAX	1	\$130,341.7
GENERAL ADVERTISING	3	\$3,255.63
Town Sealer	25	\$13,072
Chaffeur License	3	\$125
Special Events	11	\$6,700
Misc	1	\$115.65
Raffles	1	\$50
HV	29	\$12,500
AO	131	\$13,775
Dumpster Permit	39	\$675
Building Fee	377	\$46,285
Fine	4	\$500
Occ Fee	2	\$135
Plumbing Inspection	58	\$11,750
Plan Review Fee	12	\$4,520
Court Recording Fee	7	\$606
Compliance	5	\$840

Electrical Permits	102	\$11,958
Sign Inspection	38	\$4,859
Vacant Building Registration	4	\$800
2007 Bond Escrow R.E. Taxes	1	\$120
Elevator Inspections	34	\$6,195
Credit Card Surcharge Fee	1304	\$3,504.13
additional compliance inspection fee	33	\$1,650
Transfer Stamps	56	\$83,055
Escrow	42	\$100
Escrow Processing Fee	41	\$4,100
Dog Park Permit	1	\$20
Compliance	52	\$6,485
Business License Application	15	\$1,875
AO Reopening Fee	9	\$600
Reserved Handicap Parking	11	\$970
Municipal Parking Lot Permit	27	\$2,205
		Total Sales: \$891,292.28

Receipts by Payment Code Report

Payment Date Range 08/01/23 - 08/31/23

Summary Listing

Payment Code	Grant	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category	Default Category - Conversion			
Default Category				
305 - DENTAL FEES		Cicero Accounts Payable	19	13,358.00
651 - FOOD SERVICE PERMIT/INSP FEES		Cicero Accounts Payable	15	8,875.00
672 - TOWING & STORAGE FEES		Cicero Accounts Payable	47	110,015.00
810 - MISC RECEIVABLE		Cicero Accounts Payable	1	50.00
956 - YOUTH CENTER RENTAL INCOME		Cicero Accounts Payable	2	1,822.50
983 - NET MEDICAL SUPPLIES		Cicero Accounts Payable	19	19,437.37
Payment Category	Default Category - Conversion	Default Category	Totals	
			103	\$153,557.87
		Grand Totals	103	\$153,557.87

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22, SECTION 22-281 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS, REGARDING REAL ESTATE TRANSFERS 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 Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) currently regulates the transfer of title to real estate located within the Town; and

WHEREAS, currently, the transfer of a property conveyed by spouses to one another is exempt from real estate transfer taxation (the “Transfer Tax”) and does not require a certificate of compliance and occupancy (“Familial Transfers”); and

WHEREAS, currently, an increasing number of Town residents desire to transfer their property to their children; and

WHEREAS, in order to reduce costs for Town residents and families, 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 would be in the best interests of the Town to amend the Town Code to provide that transfers to

children shall also be deemed Familial Transfers, and shall be exempt from the requirements that transferees obtain certificates of compliance and occupancy and the imposition of the Transfer Tax; and

WHEREAS, based on the foregoing, the President and the Town Board have determined that it is necessary, advisable and in the best interests of the Town and its residents to amend Chapter 22, Section 22-281 of the Town Code;

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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 22, Section 22-281 of the Town Code to provide that transfers to children shall also be deemed Familial Transfers, and shall be exempt from the requirements that transferees obtain certificates of compliance and occupancy and the imposition of the Transfer Tax, and to authorize the President and other Town officials to take all action necessary to carry out the intent of this Ordinance.

**ARTICLE II.
AMENDMENTS TO CHAPTER 22, SECTION 22-281
OF THE TOWN CODE**

Section 3.00 Amendment to Chapter 22, Section 22-281

The Town Code is hereby amended, notwithstanding any provision, ordinance, resolution or Town Code section to the contrary, by amending Chapter 22, Section 22-281, as follows:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building commissioner means the duly appointed town building commissioner or his duly appointed agents or assistants.

Familial transfer means a transfer of any interest in real property by one spouse to another, or from one or more parents to one or more children.

Real property means all improved real estate located within the corporate boundaries of the town.

Substantial rehabilitation sewer and water connection requirements shall mean sewer and water connections and piping systems required to be improved or upgraded where the underlying property is: demolished; rehabbed at a value of 50 percent or more of building's assessed value; any increase in habitable space (additional bedrooms, sleeping rooms, or bathrooms); and any changing of the interior supply lines (not including minor repairs). These requirements shall also apply to properties left vacant for three months or more.

Transfer means any conveyance of real property, whether by deed, articles of agreement for deed, or assignment of the beneficial interest under a land trust; any transaction in which real property is used as collateral for a loan; and any transaction in which a present beneficiary is added to a land trust. However, a conveyance of real property in which one (1) or more individuals or entities hold an ownership interest or a present beneficial interest in the conveyed real property both before and after the conveyance does not constitute a transfer as defined within this subsection.

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 this amendment.

**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 immediately after its passage and approval in accordance with Illinois law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF CICERO SCHOOL DISTRICT 99 AND 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 Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”) authorizes public agencies, which includes units of local government and school districts, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Town previously employed school crossing guards (the “Crossing Guards”) near several schools operated by Cicero School District 99 (the “District”) to promote safe access to those schools at no cost to the District; and

WHEREAS, due to the state of the economy, the Town can no longer afford to employ said Crossing Guards without financial contribution from the District; and

WHEREAS, the District has determined that it is in the best interests of the District and its students to contribute to the Town for the costs the Town incurs in providing Crossing Guards for several of the District's schools; and

WHEREAS, there exists an agreement that governs the responsibilities of the Town and the District (together, the "Parties") with regard to the employment and duties of the Crossing Guards (the "Agreement"), which is 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 both advisable and in the best interests of the Town and its residents to enter into and approve the Agreement; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Town to approve, enter into, and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement whereby the District will contribute to the Town for the costs of the Town's employment of the Crossing Guards and 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 3.00 Authorization.

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

agents, and/or employees of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to, and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the transactions contemplated by this Ordinance are hereby authorized, approved, and ratified by this reference.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION
DISTRICT 99 AND THE TOWN OF CICERO FOR THE ADMINISTRATION AND
FUNDING OF A SCHOOL CROSSING GUARD PROGRAM**

This intergovernmental Agreement is entered in to this 1st day of August, 2023 between the Town of Cicero ("Town" or "Cicero"), an Illinois municipal corporation, having its administrative office at 4949 W. Cermak Road, Cicero, IL 60804, and the Board of Education District 99 ("Board" or "District"), an Illinois education corporation, having its administrative offices at 5110 W. 24th Street, Cicero, IL 60804.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contact otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay cost related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq further authorizes the intergovernmental cooperation; and

WHEREAS, the School Code gives Boards of Education the power to employ persons for the purpose of directing traffic upon school grounds and on or along streets and highways or portions thereof within a radius of one mile from such school grounds, or to share the cost of employing such persons with or accept the employment of such persons by any unit of local government. 105 ILCS 5/10-22.28a.

WHEREAS, the Town and the District agree that school crossing guards are necessary at certain locations within District 99 to protect the safety of students walking to and from school. This agreement defines the specific responsibilities for the School Crossing Guard Program ("Program") benefiting students attending Burnham School, Cicero East School, Cicero West School, Columbus East School, Columbus West School, Drexel School, Goodwin School, Liberty School, Lincoln School, McKinley School, Roosevelt School, Sherlock School, Unity Junior High School, Warren Park School, Wilson School, and Woodbine School.

WHEREAS, the Town has, in the past, employed school crossing guards to promote such safe access to the schools aforementioned but can no longer afford to do so without financial contribution from the District.

WHEREAS, the District has determined it is in its best interest and that of its students to contribute to the cost the Town incurs to provide for school crossing guards.

NOW THEREFORE, in consideration of the foregoing as well as the mutual covenants and agreements hereinafter set forth, the Town and the Board agree as follows:

SECTION ONE. Recitals Incorporation

The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this agreement.

SECTION TWO. Term

The term of this agreement shall be from August 1, 2023, and will continue from year to year thereafter unless otherwise terminated by either or both parties in accordance with the provisions of this Agreement. This provision will not prevent the Town from acting unilaterally in its discretion to terminate the Crossing Guard program or its responsibilities with respect to the program. If the Town elects to unilaterally terminate the program, it agrees to give the District ninety (90) days written notice of its intent to do so. The Town also agrees any termination of the Program will only take effect at the end of the respective school year that is then in effect at the time the Town provides written notice of termination.

All notices and demands within this agreement, including the notice of termination, shall be in writing, shall be considered received when mailed, and shall be mailed by certified mail, return receipt requested, to the Town and the Board, at the following addresses:

If to the Town:

Town Hall

4949 W. Cermak Road

Cicero, IL 60804

Attn: Current Town Clerk

with a copy to: Town President

If to the Board:

Administration Building

5110 W. 24th Street

Cicero, IL 60804

Attn: Current Board Secretary

with a copy to: Board President

or to such other person or persons at such other address or addresses which shall be designated in writing from time to time by either the Town or the Board.

SECTION THREE. Responsibilities of the Town of Cicero

The Town shall have the responsibility for (a) hiring school crossing guards and substitutes; (b) providing school crossing guards sufficient orientation and training; (c) providing supplies and equipment as appropriate; and (d) supervising the program to ensure that the services are being rendered in a satisfactory manner.

Terms of Employment: The school crossing guards shall be employees of the Town. The Town shall be responsible for setting the wages, hours and working conditions of all crossing guards. Therefore, the Town shall be responsible for establishing the school crossing guard's compensation and any benefits that may be provided. The Town will determine, with the District's assistance, where the designated crossing guard locations shall be located and the hours during which guards should be present.

Existing Crossing Guard Program: There are seventy-five (75) crossing guards currently employed. The current salary paid to each crossing guard is \$289.64 bi-weekly for twenty (20) consecutive paychecks. Thirteen (13) of the currently employed crossing guards receive three (3) additional paychecks for working summer school. There is one (1) Crossing Guard Supervisor who is paid a total gross salary of \$17,063.00. The total annual cost to the Town for crossing guards is \$462,818.96 plus payroll taxes of \$35,406.65 (7.65%) (SS and Medicare) for a total amount of \$498,225.61

$(\$289.64 \times 75 \times 20 + \$17,063.00) + (\$289.64 \times 13 \times 3) = \$462,818.96 + (7.65\% \text{ FICA}) = \$498,225.61$

SECTION FOUR. Funding and Payment Responsibilities of School District 99

As consideration for the Town of Cicero continuing to employ and pay the crossing guards, School District 99 agrees to pay the Town of Cicero for "Town Services" on a quarterly basis for this Agreement provided that the Town invoices are based on actual salaries paid and provides crossing guard salary payroll detail for the quarter being invoiced. The total annual maximum to be paid is \$544,507.51. The total annual maximum sum is equal to the total annual cost for the crossing guards' salaries and payroll taxes of \$498,225.61, plus an additional ten percent (10%) administrative fee of \$46,281.90 (10% of salaries only) equaling a total annual maximum cost of \$544,507.51.

SECTION FIVE. Employment Relationship

The school crossing guards and the school crossing guard substitutes are at will employees of the Town and are not employees of the district.

SECTION SIX. Covenants

Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Agreement.

Effective Date: This Agreement shall be effective when executed by the Board and the Town.

Governing Law. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

Counterparts. This Agreement may be executed in counterparts, which, when taken together shall constitute one document.

Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed in this Agreement. No oral agreements or representations shall be considered binding on the parties.

Amendments. Any amendments to this Agreement must be made in writing and signed by duly authorized representatives of the Town and the District.

Termination. This Agreement shall be terminable by either party if one or more of the following incidences occur:

1. **Breach.** If either party materially breaches this contract, this contract shall be voidable by non-breaching party. The breaching party shall have fourteen (14) days from receipt of written notice from the non-breaching party of the event of breach to cure the same.

2. **Mutual Agreement.** This Agreement shall terminate by mutual agreement of all parties to this agreement.

3. **Cancellation.** In the event that either party wishes to cancel their obligations under this contract, the party shall provide written notice to the other party at least ninety (90) days prior to the date said cancellation is to take effect.

APPROVED and ACCEPTED by each party per the date of signature below.

Town of Cicero

By: _____
Larry Dominick, President
Board of Trustees
Town of Cicero

Date: _____

ATTEST:

By: _____
Maria Punzo-Arias, Town Clerk
Board of Trustees
Town of Cicero

Date: _____

Board of Education

By: _____
Board President
Board of Education District 99

Date: _____

ATTEST:

By: _____
Board Secretary
Board of Education District 99

Date: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY
COMMONLY KNOWN AS 4757 WEST CERMAK ROAD, CICERO, ILLINOIS**

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

Date of Publication: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY
COMMONLY KNOWN AS 4757 WEST CERMAK ROAD, CICERO, ILLINOIS**

WHEREAS, the property located at 4757 West Cermak Road, Cicero, Illinois (the “Subject Property”) is located in the Business Corridor – Transitional zoning district (“BC-T”) in the Town of Cicero (the “Town”); and

WHEREAS, Jako Enterprises – TA Snipes (the “Applicant”) currently operates a shoe store at the Subject Property and seeks to install a partial basketball court to host youth and community events (the “Proposed Use”); and

WHEREAS, the Unified Development Code of 2023 (the “UDC”) as adopted by the Town requires a special use permit for the Proposed Use in the BC-T zoning district (the “Zoning Relief”); and

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

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

WHEREAS, the PZC recommended granting the Zoning Relief and approved the recommendation to the Town Board that the Zoning Relief be granted on August 23, 2023 (the “Findings and Recommendation”), and a copy of the Findings and Recommendation is attached hereto and incorporated herein as Exhibit A; and

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

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

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

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

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

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

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

Passed this _____ day of _____, 2023.

Larry Dominick, President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage:

Date of Publication:

EXHIBIT A

FINDINGS AND RECOMMENDATION



FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS

RE: 4757 West Cermak Road, Cicero, Illinois (the “Subject Property”)

GRANT OF SPECIAL USE PERMIT

On August 9, 2023 the Planning and Zoning Commission (“PZC”) of the Town of Cicero (the “Town”) recommended granting a special use permit for the Subject Property related to the installation and use of a partial basketball court at the Subject Property (the “Proposed Use”), based on the following:

1. Jako Enterprises – TA Snipes (the “Applicant”) currently operates a shoe store at the Subject Property; and
2. The Applicant seeks to install a partial basketball court in the store to host community youth events; and
3. Pursuant to the provisions of the Unified Development Code of 2023, as amended (the “UDC”) and the Code of Ordinances of the Town of Cicero, the Proposed Use may be allowed as a special use in the Business Corridor – Transitional zoning district (“BC-T”); and
4. Accordingly, the Applicant submitted a request to the Town seeking a special use permit (the “Zoning Relief”) for the Subject Property to operate the Proposed Use; and
5. In accordance with the Illinois Compiled Statutes and the UDC, notice of the public hearing (the “Hearing”) regarding the Applicant’s requested Zoning Relief was published in one or more newspapers published in the Town; and
6. In light of the unique nature of the Proposed Use, the Applicant has agreed to the following conditions (the “Conditions”) for the use of the partial basketball court as follows:
 - a. The Applicant agrees and understands the Town's approval will be reviewed and approved on a 3-month basis. Such approval may be revoked at any time, without prior notice, at the Town's sole discretion.
 - b. The Applicant agrees to submit on a monthly basis, the programming schedule of said basketball facility to the Town.
 - c. The Applicant agrees to limit the use of the basketball facility to private 'invite-only' events within the Cicero school districts and other community organizations.

d. The Applicant agrees to limit the use of the basketball facility to those in middle school and younger.

e. The Applicant agrees to continue to coordinate all events related and unrelated to the basketball facility with the Cicero Police Department.

f. The Applicant fully agrees not (1) to rent out said basketball facility, or (2) to open the facility to the general public.

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; and
8. Furthermore, in light of the above, the Applicant established the following: (a) the Zoning Relief will not negatively alter the essential character of the locality; (b) the Zoning Relief will not endanger the public safety; and (c) the Zoning Relief will not be detrimental to the public welfare or injurious to other property or improvements.

CONCLUSION

The Applicant provided evidence that the requested Zoning Relief would comply with the requirements set forth in the Zoning Ordinance. The Proposed Use will not alter the essential character of the area nor negatively impact neighboring property values. Based on the foregoing, the PZC recommends granting the Zoning Relief, subject to the Conditions stated herein.

Jessica Jaramillo, Chair

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH TAI GINSBERG & ASSOCIATES, LLC TO PROVIDE CONSULTING 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 the health, safety, and welfare of the Town’s residents; and

WHEREAS, the Corporate Authorities recognize the need for a third-party vendor to provide consulting services to the Town to aid in advocacy at the federal and state levels (the “Services”); and

WHEREAS, the Services include, but are not limited to, federal government relations outreach and advocacy services to assist the Town on federal grant programs, legislative, and other infrastructure-related matters, as well as legislative, regulatory, and administrative branch matters consulting at the State level; and

WHEREAS, Tai Ginsberg & Associates, LLC (“TG&A”) previously provided the Services to the Town; and

WHEREAS, the Town and TG&A mutually desire to enter into a new agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, whereby TG&A will continue to provide the Services to the Town; and

WHEREAS, the Corporate Authorities find that it is necessary for conducting Town business and the effective administration of government that the Town approve, enter into, and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise the Agreement 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 to enter into and approve the Agreement whereby TG&A will continue to provide the Services in

accordance with the terms of the Agreement and 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.

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, 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 such other 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 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 sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



TAI GINSBERG & ASSOCIATES, LLC

September 7, 2023

President Larry Dominick
Office of the President
Town of Cicero
4949 West Cermak Rd., 3rd Floor
Cicero, IL 60804

RE: Proposal for Strategic Federal & State Advocacy Services

Dear Mr. President:

This letter serves as a proposal and outlines the terms of agreement between Tai Ginsberg & Associates, LLC (TG&A) and the Town of Cicero, IL (Cicero) to provide strategic consulting and integrated federal & state advocacy services.

- 1. BACKGROUND.** Under the leadership of the President, Cicero is embarking on an ambitious effort to transform its economic development initiatives into reality and enhance and expand its transportation and infrastructure and support its small businesses. Among many items, Cicero will also be pursuing projects to further develop water infrastructure projects through the U.S. Army Corps of Engineers and other relevant federal and state agencies.
- 2. TEAM.** Focused on federal consulting services within the transportation & infrastructure sector Tai Ginsberg & Associates, LLC (TG&A) provides a strong depth of knowledge ranging from traditional issues concerning air, water, rail, and surface transportation all the way to innovative new transportation technologies and services that are rapidly developing. TG&A works with a diverse set of clients in the private sector and has a deep understanding of the funding challenges posed at all levels of government through its work with many public agencies.

Our service includes extensive work with the U.S. House of Representatives and U.S. Senate, developing or modifying policies and programs to meet client objectives while building relationships for our clients to leverage. We also provide assistance to clients with matters before the U.S. Department of Transportation (DOT) and its modal agencies, and other relevant federal agencies, such as the U.S. Army Corps of Engineers' Chicago District Office and at its Washington, DC headquarters. The firm is active in both the annual federal Energy and Water appropriations and the annual U.S. Army Corps of Engineers work plan processes and the biennial Water Resources Development Act (WRDA) process. These efforts have led to numerous funding awards for our clients to pursue flood mitigation, environmental, and general water infrastructure projects, and increased awareness by federal decision-makers of the water and infrastructure priorities of our clients. Furthermore, TG&A maintains strong relationships with stakeholders in the transportation industry and can provide a continuous liaison with other Washington, DC-based trade associations and companies.

On the state level in Springfield, TG&A will be teamed with their strategic partner, Government Navigation Group (GNG). GNG is a full-service government relations firm that offers its public and private sector clients legislative and regulatory consultation, strategic partnering services and grassroots organization. GNG also excels in locating funding opportunities for clients within the existing state budget and during the budgetary process. GNG staff has considerable government relations experience, having served collectively as Deputy Chief of Staff to the Governor, Executive Director of the Capital Development Board, Clerk of the Illinois House of Representatives, Ward Committeeman in the city of Chicago, liaisons for state agencies, and as government relations consultants for municipalities throughout the State. The GNG team maintains close relationships with members of the General Assembly, the state Constitutional officers and their staff, and other state and local government officials.

3. **SERVICES/PROPOSED SCOPE OF WORK.** During the term of the agreement, TG&A will provide strategic consulting and advocacy services to Cicero that includes the following activities:
- **Federal Advocacy Services:** TG&A will implement federal government relations outreach and advocacy services to assist the Town of Cicero on federal grant programs, legislative, and other infrastructure-related matters. With the executive branch, these federal agencies would include but not be limited to the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, Federal Emergency Management Agency, U.S. Department of Transportation, and U.S. Department of Commerce programs. At the same time, given that Congress has the constitutional authority to hold the “power of the purse”, the legislative branch is a critical and co-equal partner when it comes to federal funding decisions. As such, TG&A will provide extensive outreach and advocacy with key decisionmakers in Congress, starting from the Illinois congressional delegation – both Members of Congress and key congressional staff – along with the leadership of key Committees in Congress. This would include the House Transportation & Infrastructure Committee, Senate and House Appropriations Committee, and other relevant Committees with jurisdiction over all elements of the executive branch.
 - **State Advocacy Services:** GNG provides legislative, regulatory, and administrative branch consultation. GNG has considerable experience monitoring legislation and regulatory issues in Springfield, IL. GNG relies on many years of experience, knowledge, and professional relationships to bring continued success to a wide range of clients. Our firm’s relationships with the Governor’s office and General Assembly staff are strong, and we are continually in contact with leadership on Senate President Harmon’s and Speaker Welch’s staffs and Governor Pritzker’s administration. GNG will work with the Town to develop a legislative agenda, then draft and introduce any desired legislation. GNG works with legislators and their staff to pass this legislation while forming strategic partnerships with any allies and defeating opposition. Throughout this process, our firm will prepare memorandums, letters, and any other necessary documents to advocate for legislation. Additionally, we work with the Governor’s Office and cabinet officials, committee heads, legislative leaders and their key staff, and the various Legislative Commissions, including the Joint Committee on Administrative Rules, to effectuate a positive outcome. GNG utilizes several bill tracking systems to monitor legislation that is important to our clients, and stay abreast of new filings, amendments, rules reports and committee actions. This multi-pronged approach allows us to offer a comprehensive monitoring program to our clients.

4. **TERM.** This agreement will be effective on September 1, 2023, and will continue in effect unless terminated in accordance with Section 10 below.
5. **FEES AND EXPENSES.** In consideration of the services to be provided under this Agreement, Cicero shall pay a retainer of \$10,000 per month plus expenses. Necessary expenses for travel, printing, deliveries, and other incidental expenses will be billed at cost. Consulting fees and expenses shall be billed monthly and shall be paid within 30 days from receipt of invoice.
6. **CONFIDENTIALITY.** If either party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such matters except in the proper performance of this Agreement. The receiving party agrees: (a) not to disclose or otherwise make available Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party; provided, however, that the receiving party may disclose the Confidential Information of the disclosing party to its officers, employees, consultants, and legal advisors who have a “need to know”, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information of the disclosing party only for the purposes of performing its obligations under the Agreement or, in the case of Cicero, to make use of TG&A services or deliverables; and (c) to promptly notify the disclosing party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the disclosing party. For the purposes of this Agreement, Confidential Information is defined as information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information. Confidential Information shall not include information that: (a) is already known to the receiving party without restriction on use or disclosure prior to receipt of such information from the disclosing party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the receiving party; (c) is developed by the receiving party independently of, and without reference to, any Confidential Information of the disclosing party; or (d) is received by the receiving party from a third party who is not under any obligation to the disclosing party to maintain the confidentiality of such information.
7. **INDEMNIFICATION.** Cicero shall defend, indemnify, and hold harmless TG&A and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from: (1) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Cicero and (2) Cicero’s breach of any representation, warranty, or obligation of Cicero in this Agreement.

TG&A shall defend, indemnify, and hold harmless Cicero and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from: (1) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of TG&A and (2) TG&A’s breach of any representation, warranty, or obligation of TG&A in this Agreement.

8. **COOPERATION.** Cicero shall: (a) cooperate with TG&A in all matters relating to the provision of services under this Agreement and appoint a Cicero employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Cicero with respect to matters pertaining to this Agreement; (b) provide such access to its premises and such office

accommodation and other facilities as may reasonably be required by TG&A for the purposes of performing services under this Agreement; (c) respond promptly to any TG&A request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for TG&A to perform services in accordance with the requirements of this Agreement; (d) provide such materials and information as TG&A may request in order to carry out the services under this Agreement; (e) ensure that all Cicero equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant legal or industry standards; and (f) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the services to be performed under this Agreement. If TG&A's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Cicero or its agents, subcontractors, consultants, or employees, TG&A shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Cicero, in each case, to the extent arising directly or indirectly from such prevention or delay.

9. **CHANGE ORDERS.** If either party wishes to change the scope or performance of the services under this Agreement, it shall submit details of the requested change to the other party in writing. TG&A shall, within a reasonable time after receiving a Cicero-initiated request, or at the same time that TG&A initiates such a request, provide a written estimate to Cicero of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the services arising from the change; (c) the likely effect of the change on the services; (d) any other impact the change might have on the performance of this Agreement; and (e) any other information reasonably requested by Cicero. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change.
10. **TERMINATION.** Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The monthly retainer shall be billed pro rata for any fractional month remaining after notice is provided and payable within 30 days. This agreement may be extended or amended by mutual agreement signed by both parties as set forth herein.

This agreement sets forth the entirety of the agreement between TG&A and Cicero as to the services to be provided and compensation to be made during the term thereof. If Cicero is agreeable to the terms and conditions set out above, please sign below. A fully executed agreement will be transmitted to you for your records.

Jason Tai
Principal
Tai Ginsberg & Associates, LLC (TG&A)

Honorable Larry Dominick
President
Town of Cicero

Date

Date

RESOLUTION NO. _____

A RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO SPECIFIED POSITIONS 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 President and the Board of Trustees of the Town (the “Town Board,” and with the President, the “Corporate Authorities”) previously determined that it is in the best interests of the Town and its residents to study the flow of stormwater and recommend short-term and long-term solutions for the benefit of the Town and its residents; and

WHEREAS, to accomplish these goals, the Corporate Authorities created the Stormwater Advisory Board which shall consist of the Director of the Water Department serving as chair, and four Town residents; and

WHEREAS, the Corporate Authorities have determined that it is necessary for conducting Town business and for the effective administration of government to appoint the Director of the Water Department to the Stormwater Advisory Board as chairman and to declare four (4) vacancies on the Stormwater Advisory Board (the “Vacancies”) and to fill such Vacancies by appointing certain individuals thereto (the “Appointments”); and

WHEREAS, the Appointments to the Vacancies are set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Town to make the Appointments as set forth in Exhibit A;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to declare the Vacancies, to authorize the President to make the Appointments as set forth in Exhibit A, and to take all steps necessary to carry out the terms of said Appointments.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Corporate Authorities hereby authorize, approve, and consent to the Appointments. The President or his designee is hereby authorized and directed to take such steps as are necessary to carry out the intent of this Resolution.

Section 4.0 Vacancies, Effectiveness, and Term of Appointments.

The Corporate Authorities hereby recognize the Vacancies, and consent to the Appointments. The Corporate Authorities resolve that the Appointments are effective immediately. The Appointments shall expire at 11:59 p.m. on October 31, 2023, until such time as said positions are consolidated or dissolved at the direction of the Corporate Authorities, or at such other times as the President deems necessary. The Corporate Authorities hereby ratify any action in furtherance of the aims stated herein.

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

Section 5.0 Headings.

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

Section 6.0 Severability.

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

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

Section 7.0 Superseder.

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

Section 8.0 Publication.

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

Section 9.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

- The Director of the Water Department shall serve as chairman of the Stormwater Advisory Board.
- The following four individuals are hereby appointed to serve on the Stormwater Advisory Board:
 - (1) Larry Starnes
 - (2) Steven Waldenga
 - (3) Sonia Centeno
 - (4) Frank Kraut

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN INVOICE FROM VETERAN TRANSPORTATION SERVICES FOR HAULING 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 protecting the safety of individuals visiting, residing in, and working in the Town; and

WHEREAS, the Town experienced extensive storm damage and flooding in July of 2023; and

WHEREAS, as a result of the extreme weather events, many Town residents sought to dispose of furniture and other large household items that were damaged by flooding; and

WHEREAS, in connection with the foregoing, the Corporate Authorities recognize the need for a third party to remove and haul away such household items (the “Services”); and

WHEREAS, Veteran Transportation Services (the “Vendor”) provided the Town with an agreement (the “Agreement”), incorporated herein by reference, which set forth the terms, covenants, and conditions under which the Vendor was to provide the Services to the Town in an amount not to exceed Twenty-Five Thousand U.S. Dollars (\$25,000.00); and

WHEREAS, the magnitude and severity of the storm and flooding disaster event was such that the Vendor was required to perform work in excess of the amount originally approved by the Corporate Authorities; and

WHEREAS, the Vendor has provided the Town with an invoice (the “Invoice”), attached hereto and incorporated herein as Exhibit A, for the additional Services required to respond to the Town’s disaster recovery effort; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to authorize, approve, and ratify the payment of the Invoice; 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 payment of the Invoice for the Services, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and approves payment of the Invoice for the Services and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Services is subject to competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

INVOICE 2023-001

Veteran Transportation Services

11761 BRIARWOOD COURT
BURR RIDGE, ILLINOIS 60527
PHONE: 312-656-6217

Invoice Date: 7/10/2023

Due Date: 8/9/2023

Terms: NET 30

Job Number:

Week Ending: 7/7/2023

Pages: 1 of 1

BILL TO:

The Town of Cicero
4949 W. Cermak Road
CICERO, ILLINOIS 60804

PROJECT NAME:

Town of Cicero FLOOD Cleanup

DATE	TRUCK	TICKET	DESCRIPTION	QTY	RATE	AMOUNT
7/6/2023	VTS515	5189	Town of Cicero-Lakeshore Recycling	13	\$ 125.00	\$ 1,625.00
7/6/2023	VTS514	8591	Town of Cicero-Lakeshore Recycling	13	\$ 125.00	\$ 1,625.00
7/7/2023	VTS515	5188	Town of Cicero-Lakeshore Recycling	13	\$ 125.00	\$ 1,625.00
7/7/2023	VTS514	8592	Town of Cicero-Lakeshore Recycling	13	\$ 125.00	\$ 1,625.00
7/7/2023	VTS518	8913	Town of Cicero-Lakeshore Recycling	13	\$ 125.00	\$ 1,625.00
7/7/2023	VTS517	8390	Town of Cicero-Lakeshore Recycling	13	\$ 125.00	\$ 1,625.00
7/8/2023	VTS516	5275	Town of Cicero-Lakeshore Recycling	10.5	\$ 125.00	\$ 1,312.50
7/8/2023	VTS514	8593	Town of Cicero-Lakeshore Recycling	12	\$ 125.00	\$ 1,500.00
7/8/2023	VTS518	8916	Town of Cicero-Lakeshore Recycling	12	\$ 125.00	\$ 1,500.00
7/8/2023	VTS517	8391	Town of Cicero-Lakeshore Recycling	12	\$ 125.00	\$ 1,500.00

124.5 SUBTOTAL \$15,562.50

Make all checks payable to Veteran Transportation Services. If you have questions please contact Steven Gaytan: 312-656-6217, s.gaytan@veterantransportationservices.net

TAX RATE 0.00%

OTHER \$0.00

THANK YOU FOR YOUR BUSINESS!

TOTAL \$15,562.50

Memo

To: Town Board
From: Public Works
Re: Veteran's Transportation Services
Date: August 30, 2023

As you are aware, the Town Board approved Veteran's Transportation Services for emergency assistance with clean-up after the July 2, 2023 flooding. We were originally given payment authorization for an amount not to exceed \$25,000.00. At the time of the request, we did not know the extent of damage done to homes in the Town and Veteran's Transportation was here longer than anticipated. The first week's invoice totaled \$24,437.50 and the second week's invoice, which is attached, totaled \$15,562.50. Accordingly, I am requesting Town Board approval for an additional \$15,000.00, so that we can pay our remaining invoiced balance of \$15,562.50.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH BENFORD BROWN & ASSOCIATES, LLC 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, pursuant to Section 2-867 of the Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”), there shall be an official annual audit of all public records, books, papers, and evidence of the Town treasury; and

WHEREAS, pursuant to Section 8-8-3 of the Illinois Municipal Code (65 ILCS 5/8-8-3), the Corporate Authorities shall annually cause an audit of the Town’s funds and accounts; and

WHEREAS, to ensure that the Town complies with applicable laws, 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 to have an annual audit conducted for the year 2021; and

WHEREAS, to ensure that the audit is conducted in accordance with applicable ordinances, statutes, laws, rules, and regulations, the Town recognizes the need for a third party to perform the audit for the Town (the “Services”); and

WHEREAS, Benford Brown & Associates, LLC (“Benford”) has provided the Town with an engagement letter (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms under which Benford will perform the Services; and

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

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

NOW, THEREFORE, BE IT RESOLVED 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 Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.00 Purpose.

The purpose of this Resolution is to authorize the President to enter into and approve the Agreement, whereby Benford will perform the Services, and to ratify any steps taken to effectuate the intent of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board 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 further authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, 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 competitive bidding would be applicable to the procurement of the Services sought hereunder, 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 Resolution are inserted solely for 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 5.00 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 6.00 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 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 8.00 Effective Date.

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

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

August 17, 2023

To the Board of Trustees and Larry Dominick, Town President
Town of Cicero, Illinois
4949 Cermak Avenue
Cicero, IL 60804

1. We are pleased to confirm our understanding of the services we are to provide for Town of Cicero, Illinois (the Town) for the year ended December 31, 2021.

Audit Scope and Objectives

2. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2021.
3. Accounting standards generally accepted in the United States of America (U.S. GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:
 - a. Management's Discussion and Analysis
 - b. Budgetary Comparison Schedules for the General Fund and major Special Revenue Funds
 - c. Schedule of Changes in the Other Post Employment Benefit Liability (OPEB)
 - d. Schedule of Changes in the Employer's Net Pension Liability and Related Ratios
 - e. Schedule of Employer Contributions (for the pension and OPEB plans)

4. We have been engaged to report on supplementary information other than required supplemental information (RSI) that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.
 - a. Schedule of expenditures of federal awards
 - b. Combining and individual fund statements and schedules
 - c. Schedule of long-term debt requirements
 - d. Consolidated Year-End Financial Report required by the Illinois Grant Accountability and Transparency Act (GATA)

5. The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with accounting principles generally accepted in the United States and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:
 - Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

6. We will conduct our audit in accordance with generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with generally accepted in the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit.
7. We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town.
8. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.
9. We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

10. Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.
11. We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.
12. Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

13. We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.
14. We have identified the following significant risks of material misstatement as part of our audit planning:
 - Management override of controls
 - Improper recognition of revenue and related receivables
 - Lack of timely completion of year-end reconciliations due to turnover of financial personnel

Audit Procedures—Compliance

15. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

16. We will examine management’s assertion that the Town has complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) related to the Town’s tax increment financing districts for the year ended December 31, 2021. Our examination will be conducted in accordance with the standards established by the American Institute of Certified Public Accountants.
17. The other services are limited to the services previously defined in this section. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

18. Our audit will be conducted on the basis that management acknowledges and understands it’s responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.
19. Management is also responsible for drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

20. Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.
21. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring the Town complies with applicable laws and regulations.
22. Management is responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America; (2) management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administrative Matters

23. We understand that your employees will prepare all cash, accounts receivable, long-term debt and other confirmations we request and will locate any documents selected by us for testing.
24. Timothy S. Watson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit approximately by August 28, 2023 and to issue our reports approximately by November 17, 2023.
25. We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

26. The audit documentation for this engagement is the property of Benford Brown & Associates, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Benford Brown & Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.
27. The audit documentation for this engagement will be retained for a minimum of five (5) years after the report release date or for any additional period requested by the Town.
28. We also may communicate other opportunities we observe for economies in or improved controls over the Town's operations.

In accordance with standards established by the AICPA, we will communicate certain matters related to the conduct and results of the audit to those charged with governance of the Town. Such matters include, when applicable, disagreements with management, whether or not resolved; difficulties encountered in performing the audit; the auditor's level of responsibility under auditing standards generally accepted in the United States of America for the financial statements, for internal control, and for other information in documents containing the audited financial statements; unadjusted audit differences that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements as a whole; changes in the Town's significant accounting policies and methods for accounting for significant unusual transactions or for controversial or emerging areas; our judgments about the quality of the Town's accounting principles; our basis for conclusions regarding sensitive accounting estimates; management's consultations, if any, with other accountants; and major issues discussed with management prior to our retention.

Fees and Billings

29. We estimate our fees for the audit of fiscal year 2021 to be as follows:
 - **\$100,000** for performing the financial and single audits and examination of management's assertion of compliance provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142)

We will submit our invoices in installments as detailed in the following:

<u>Invoice Amount</u>	<u>Invoice Date</u>
\$20,000	Prior to fieldwork
\$20,000	During fieldwork

\$20,000	During fieldwork
\$20,000	During fieldwork
\$10,000	Delivery of draft audit report
\$10,000	Delivery of final audit report and examination reports

30. Our estimated fees and schedule of performance are based upon, among other things, our preliminary review of the Town’s records and the representations the Town personnel have made to us and are dependent upon the Town’s personnel preparing all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing. In addition, this estimate contemplates that BB&A will prepare the financial statements and supplementary information, including footnotes and appropriate supporting documentation. Should our assumptions with respect to these matters be incorrect or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we will adjust our planned completion dates and fees, accordingly and communicate the adjustments before we incur the additional costs.
31. Our invoices for these fees will be payable upon receipt. In accordance with our firm policies, work may be suspended if your account becomes ninety (90) days or more overdue and will not be resumed until your account is either paid in full or a payment arrangement has been made. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. The Town will be obligated to compensate us for a minimum of 50% of the agreed upon engagement fees up to a billable amount corresponding with time expended at normal billable rates and to reimburse us for all out-of-pocket expenditures through the date of termination. In addition, fees for any special audit-related projects, such as proposed business combinations or research and/or consultation on special business or financial issues, will be billed separately from the audit fee referred to above and may be the subject of written arrangements supplemental to those in this letter.
32. In the event we are requested or authorized by the Town or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Reporting

33. We will issue a written report upon completion of our audit of the Town’s financial statements. Our report will be addressed to the Town’s board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinion is

other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Other Matters

34. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.
35. We have a basic understanding of computer hardware, but our area of expertise is in accounting software and related integrated applications. We do not purport to have the skill set to work on the Town's network, computer hardware, Windows configuration, mapping of drives or any other computer related issues. We advise that the Town maintain an ongoing relationship with a qualified IT professional and/or company to ensure that you have assistance available when technology needs arise. This includes the Town's obligation to ensure that it has access to the internet in order to work with the software solutions and other "cloud-based" applications that we will use as a core part of the services we provide to the Town.
36. The Town agrees to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.
37. Any controversy or claim arising out of or relating to services covered by this letter or hereafter provided by us for the Town or at its request (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of the Town or of Benford Brown & Associates, LLC, or involving any person or entity for whose benefit the services in question are or were provided), shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in the attachment to this letter. Judgment on any arbitration award may be entered in any court having jurisdiction.
38. If any portion of this letter is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this letter shall remain in effect.

Pursuant to our agreement as reflected in this letter, we will audit and report on the financial statements of the Town for each of its subsequent fiscal years until either the Town or we terminate this agreement.

If these arrangements are acceptable, please sign this letter and return to us.

We very much appreciate the opportunity to serve as the Town's independent auditors and would be pleased to furnish any additional information you may request concerning our responsibilities and functions. We trust that our association will be a long and mutually beneficial one.

Sincerely,



Benford Brown & Associates, LLC
Chicago, IL

TOWN OF CICERO, ILLINOIS

Larry Dominick
Town President

Date

Attachment A

General Terms and Conditions

Confidentiality

BB&A agrees to take reasonable steps to protect all Confidential Information and to use the Confidential Information only in connection with performing the services hereunder. For purposes of this agreement, Confidential Information shall mean any and all information which is private and not in the public domain about the Town that is provided, obtained, or produced in connection with the services in written, oral, digital or other tangible form, including, without limitation, all information furnished at any time relating to the Town's business, customers, intellectual property, processes, strategies, all portions of any analyses, compilations, data, studies, or other documents prepared by the BB&A that contain or are based on any furnished information or that reflect its review of such information, and any and all information concerning the Town's plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which ought reasonably under the circumstances to be considered confidential (the "Confidential Information"). BB&A agrees to take reasonable steps necessary to ensure that the confidentiality of the Confidential Information is maintained and that such Confidential Information is protected from unauthorized disclosure, but not to a greater extent than the Town itself uses to protect Confidential Information. Without limiting the generality of the foregoing, BB&A shall not disclose Confidential Information to any party outside its organization, without the prior written approval of the Town. BB&A represents that, as a matter of policy, it informs its personal concerning maintaining the confidentiality of client information. The parties hereto agree that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity.

The Town assumes all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry.

The Town acknowledges that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for the Town's use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither the Town, nor any of its agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This agreement will apply to all materials whether in digital or "hard copy" format.

Third Party Disclosure and the use of Third Party Services

Unless the Town indicates otherwise, it consents to and authorizes our firm to transmit confidential information that it provides to us to third parties in order to facilitate delivering our services to it. Examples of such transmissions may include, but are not limited to, the access to contact information of the Town's management team by members of our team (independent contractors such as consultants, administrative assistants, or third-party developers), transfer of accounting information and other data files via the internet, online back-up services, web site developer and hosting services (for newsletter and order processing), or a credit card processing company. We only work with established companies that we believe to be reputable and that have demonstrated their commitment to safeguarding the Town's data. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Electronic (Email) Communications

In connection with this engagement, we may communicate with management or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third-party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, the Town agrees that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Record Retention

During the course of our work with the Town, we will use one or more third-party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of business documents. By signing this agreement, the Town confirms that it understands the services being provided and also agrees that BB&A is not liable for record retention or any other aspect of the services provided by these third parties, even if we absorb the cost (in part or in full) of a third-party service as a benefit to the Town. The Town at all times assumes responsibility for a decision to maintain hard copies of your original documents or to limit its document retention to the digital copies stored by the web application.

It is our policy to keep our electronic and work paper files electronically for five (5) years, unless otherwise required by tax or other regulatory agencies. All work paper and miscellaneous report copies that we are not required to be retained are discarded at the conclusion of the engagement. At the end of five (5) years electronic files may be erased.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our work is complete. We do not keep copies of all documents. It is the Town's responsibility to safeguard its documents in case of future need. We may occasionally keep some copies we deem necessary to our work.

Our workpapers are the property of our firm and will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. Our workpapers are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. Our policies require that we maintain workpapers for five (5) years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Third-Party Settlements

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third-party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

Assignment

All obligations provided under this Agreement are between BB&A and the Town and neither party shall assign any rights or delegate any obligations hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

Termination of Services

Either party may terminate this agreement by providing written notice to the other party.

The Town understands and agrees that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to provide the requested information or pay for services for this engagement on the agreed upon schedule, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

If our work is suspended due to lack of payment and we later receive payment from the Town along with its request that we resume services, we will provide an updated timeline for completion of any past due work. We are under no obligation to resume services. The Town understand that this may result in significant delays in processing.

We reserve the right to terminate our work immediately if, during the course of our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact or based on confirmed or potential public perception.

Any dispute regarding billed amounts must be submitted in writing within ten (10) business days of the invoice date; email is acceptable. No amounts may be disputed after the ten (10) day period.

The Town may elect to terminate this agreement by providing BB&A with thirty (30) days written notice. In the event that services are terminated, the Town assumes responsibility for the transfer of any third-party vendor services as described earlier in this agreement.

If our work is suspended or terminated as provided herein, the Town agrees that we will not be responsible for its failure to meet government and other deadlines, for any penalties or interest that may be assessed against it resulting from its failure to meet such deadlines, and for any other damages, including consequential damages.

Non-Solicit Clause

We value each and every one of our clients as well as each and every one of our employees and independent contractors. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that the Town not solicit our employees to work for it. If the Town does hire one of our employees within one year of when they last worked for BB&A without our prior consent, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment with BB&A. Payment will be due within ten (10) days of your receipt of our invoice.

Attachment B

Dispute Resolution Procedures

The following procedures shall be used to resolve any controversy or claim (“dispute”) as provided in our engagement letter of June 29, 2023. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Mediation

A dispute shall be submitted to mediation by written notice to the other party or parties. The mediator shall be selected by agreement of the parties with the location in Chicago, IL mutually acceptable to the parties. If the parties cannot agree on a mediator, a mediator shall be designated by ADR Systems of America, LLC at the request of a party. Any mediator so designated must be acceptable to all parties.

The mediation shall be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

Arbitration

If a dispute has not been resolved within ninety (90) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. The arbitration will be conducted in accordance with the procedures in this document and the Rules for Non-Administered Arbitration of ADR Systems of America, LLC (“Rules”) as in effect on the date of the engagement letter, or such other rules and procedures as the parties may designate by mutual agreement. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, of which each party chooses one arbitrator and the two party-selected arbitrators choose the third, all of whom are to be designated from the arbitrators affiliated with ADR Systems of America, LLC using the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures. The arbitration shall take place at a location in Chicago, IL mutually

acceptable to the parties and shall proceed within ninety (90) days after the arbitrators are chosen.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award (a) damages inconsistent with any applicable agreement between the parties or (b) punitive damages or any other damages not measured by the prevailing party's actual damages; and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only as provided in the Rules. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN PROFESSIONAL SERVICES AGREEMENT WITH KATHERINE SKURSKI, DNP, APRN-FPA, FNP-BC 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 advancing and protecting the health, safety, and well-being of Town residents; and

WHEREAS, the Town’s Health Department (the “Department”) arranges for medical services to be provided to Town residents by licensed practitioners at affordable costs (the “Services”); and

WHEREAS, Katherine Skurski, DNP, APRN-FPA, FNP-BC (the “Provider”) desires to provide the Services to 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 retain the Provider to provide the Services to Town residents through the Department; and

WHEREAS, there exists a certain professional services agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions upon which the Provider would provide the Services for the Department; and

WHEREAS, 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 the Provider will provide the Services for the Department 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 services described herein, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into this __ day of _____, 2023 (the “Effective Date”) by and between Katherine Skurski, DNP, APRN-FPA, FNP-BC, PMHNP-BC (the “Provider” or “Skurski”), and the Town of Cicero, Illinois, an Illinois municipal corporation (the “Town”). (For convenience, the Provider and the Town may be referred to collectively as the “Parties” and each individually as a “Party.”)

WITNESSETH:

WHEREAS, the Town is committed to advancing and protecting the health, safety and well-being of its inhabitants; and

WHEREAS, pursuant to this mission, the Town, through its Department of Health (the “Department”), arranges for health services to be provided to Town residents by licensed practitioners at affordable costs (the “Program”); and

WHEREAS, the Provider is a duly licensed nurse practitioner in Illinois; and

WHEREAS, the Town desires to retain the services of the Provider in furtherance of the objectives stated above, and the Provider desires to provide such services; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement in order to set forth the respective obligations and rights of each Party in regard to the Services, as defined below;

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

1. **Recitals.** The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

2. **The Services.** The Provider shall provide health examinations and services (the “Services”) to adult and minor residents of the Town’s Health Clinic located at 2250 S. 49th Avenue, Cicero, Illinois (the “Clinic”). Skurski shall perform the Services for not more than twenty (20) hours per week as specifically scheduled by the Department’s Director (the “Director”) or her designee. The schedule described herein may be changed by mutual agreement of the Parties. Additionally, the Provider acknowledges that the Department conducts health fairs at various times and that Skurski may be asked to render Services at such events, and agrees to use Provider’s best efforts to accommodate the Town’s

requests in that regard, with scheduling to be agreed upon by the Parties.

3. **Nature of Services.** The Provider shall diligently perform her duties hereunder and to the best of her talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. The Provider hereby acknowledges that the Provider is not the exclusive provider of health services to the Department or the Town, and that the Town retains the right, in its sole and absolute discretion, to retain other qualified professionals to supplement the Services.
4. **Term.** This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year thereafter (the "Initial Term"), unless earlier terminated as set forth herein. On the anniversary of the Effective Date, the Agreement shall automatically renew for an additional one (1) year (the "Additional Term" and, with the Initial Term, the "Term") unless either Party gives notice of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term.
5. **Termination.** Notwithstanding anything to the contrary set forth herein, the Agreement shall terminate upon the occurrence of any of the following events:
 - Upon thirty (30) days written notice by the Town or upon sixty (60) days written notice by the Provider, with or without cause in either case;
 - Immediately upon the written mutual consent of the Parties; or
 - Immediately upon written notice by the Town, at its election, in the event of any of the Reportable Matters described in Section 12 of this Agreement.
6. **Remuneration.** For and in consideration of the Provider providing the Services to the Town, the Town shall compensate the Provider in the amount of One Hundred and Twenty U.S. Dollars (\$120.00) per hour. It is acknowledged and understood that the Town will not withhold any amounts for the payment of taxes from the compensation of the Provider hereunder, and that the Provider shall be solely responsible for reporting and paying all applicable taxes. The Town will issue a 1099 form to the Provider. The compensation set forth in this Section shall be the sole consideration due the Provider for the Services rendered hereunder.
7. **Books and Records.** The Provider shall keep complete and detailed books and records that accurately reflect hours worked, the Services provided hereunder and the costs thereof. Such books and records and all supporting data shall, upon reasonable notice, be open for inspection by authorized representatives of the Town.
8. **Limitation of Authority.** Subject to the terms and provisions of this Agreement, Skurski shall have the authority to make and implement decisions that are necessary in her performance of the Services and to render directions to all third

parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall the Provider have the right or authority, express or implied, to commit or otherwise bind or obligate the Town to any liability or agreement, unless authorized to do so in writing by the Town.

9. **Indemnification of the Town.** To the fullest extent permitted by law, the Provider shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of the Provider, or the Provider's or Skurski's violation of any law or the rights of a third party or this Agreement. Notwithstanding any other contrary provision contained herein, the Provider's and Skurski's obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.
10. **Insurance.** The Town will provide appropriate professional malpractice insurance. Skurski shall provide copies of any and all umbrella policies she carries to the Town.
11. **Licensure.** At all times during the Term of this Agreement, the Provider shall maintain in good standing all applicable licenses, certificates and permits necessary to practice as a nurse practitioner in the State of Illinois in accordance with all applicable laws. The Provider shall provide the Town with current copies of all licenses, certificates and permits required under this Section prior to the Effective Date and at any time during the Term, upon request of the Town.
12. **Notice of Adverse Actions.** The Provider shall, within twenty-four (24) hours after receiving notice, disclose in writing to the Town the following matters (collectively, the "Reportable Matters"), whether occurring at any time prior to or during the Term of this Agreement:
 - (a) Any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against the Provider;
 - (b) Any disciplinary, peer review or professional review investigation, proceeding or action instituted by a state licensure board, hospital, medical/dental or professional school, health/dental care facility or entity, professional society or association, third-party payer, peer review or

- (c) professional review committee or body or governmental agency;
- (c) Any criminal complaint, indictment or criminal proceeding in which the Provider is named as a defendant;
- (d) Any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against the Provider of filing false claims, violating anti-kickback laws or engaging in other billing improprieties;
- (e) Any organic or mental illness or condition that impairs or may impair Skurski ability to provide the Services;
- (f) Any dependence upon, habitual use or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;
- (g) Any allegation, or any investigation or proceeding based on any allegation against the Provider, or violation of professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of the Services;
- (h) The revocation, suspension, probation, reprimand or other discipline imposed by any state against the Provider's license to practice as a nurse practitioner in that state;
- (i) Any change in or any denial, termination, suspension or limitation of the insurance coverage required under Section 10.

13. **Medicaid.** During the term of this Agreement, the Provider shall maintain valid National Provider Identifiers assigned via the Centers for Medicare and Medicaid Services' National Plan and Provider Enumeration System and valid provider identification numbers issued by Medicaid, and shall also take any and all other steps that may be required in order to maintain status as a Medicaid provider.

14. **Confidentiality of Information.** For the Purposes of this Section, "Interested Parties" shall mean the Provider and its employees, including Skurski, agents, representatives, independent contractors and other interested parties. For the purposes of this Section, "Confidential Information" shall mean any information, whether communicated orally, in writing, or by any medium, pertaining to or about the Town, the Department and the Clinic that is not otherwise already in the public domain.

The Interested Parties shall keep all Confidential Information wholly and completely confidential from all persons who are not Interested Parties or Parties. Notwithstanding the foregoing, the Interested Parties may disclose Confidential Information under the following limited circumstances: (a) as directed by the Town President; (b) as directed by the Town Attorney; (c) to the extent that the Town gives its prior written consent; (d) to the Interested Parties who need to know such information for the sole purpose of assisting the Provider in rendering the Services pursuant to this Agreement; or (e) pursuant to receipt by any of the Interested Parties of a valid and enforceable subpoena or other similar process of

law.

During the term of the Agreement, the Provider shall not write, speak or publish anything about the Town, the Department or the Clinic unless the Provider is acting on behalf of the Town and is so directed in accordance with the foregoing provisions.

15. Independent Contractor. The Provider shall serve the Town as an “at will” contractor serving at the pleasure and director of the Town and its corporate authorities. Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. The Provider is not an agent or employee of the Town or any of its related entities or departments.

16. The Provider’s Covenants. The Provider shall abide by and observe all rules and regulations established, from time to time, by the Town and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations, now or hereafter in effect, relating to the Services and shall not permit any violation of the foregoing.

The Provider warrants and represents that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. The Provider warrants and represents that it will not undertake any activity so as to cause the appearance of impropriety regarding the Services.

17. Entirety and Binding Effect. This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes and terminates all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, which are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees and assigns.

18. Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered

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

To the Provider: Katherine Skurski, DNP, APRN-FPA, FNP-BC, PMHNP-BC

Address : 3433 Ravinia Circle, Aurora, IL
Email : Dr.skurski@gmail.com
Facsimile: 015-714-5369

To the Town: Cicero Health Department
Attention: Director
2250 S. 49th Avenue
Cicero, Illinois 60804
Facsimile: 708-652-7480

19. **Assignment.** This Agreement is personal in character and the Provider shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of the Provider under this Agreement.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
21. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
22. **Counterparts and Facsimile Transmissions.** This Agreement may be executed

in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

- 23. Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
- 24. Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
- 25. Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
- 26. Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
- 27. Effective Date.** The Effective Date shall be the last date on which either Party executes the Agreement.

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

[Signature page follows]

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

Katherine Skurski, DNP, APRN-FPA, THE TOWN OF CICERO, Illinois, an
ENP-BC PMHNP-BC Illinois municipal corporation



Signature

Larry Dominick

Printed Name

9/7/2023
Date

Signature

Town President

Title

Date

ATTEST:

Maria Punzo-Arias
Town Clerk

(SEAL)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER TO THE AGREEMENT WITH SPECIALTY CONSULTING, INC. FOR ENVIRONMENTAL CONSULTING SERVICES 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, previously, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) determined that it was in the best interests of the Town and its residents to construct a new park and playground which will be inclusive for children of all abilities (the “Project”); and

WHEREAS, the Department of Housing (the “Department”) will administer Community Development Block Grants (“CDBG”) to fund the Project; and

WHEREAS, in connection with the Project, the Department issued a Request for Proposals (“RFP”) for environmental consulting services (the “Services”); and

WHEREAS, Specialty Consulting, Inc. (“Specialty”) was determined to be the lowest, responsible respondent to the RFP, and has provided the Town with specific terms under

which it would provide the Services to the Town, which were set forth in the agreement (the “Agreement”), incorporated herein by reference; and

WHEREAS, after investigations of the Project Site, Specialty recommended that additional soil samples be collected for testing beyond the original scope of the Agreement; and

WHEREAS, Specialty has therefore provided the Town with a Change Order (the “Change Order”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities find that it is necessary for the effective administration of government that the Town execute, enter into, and approve the Change Order, as it is necessary and germane to the Project; 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 and approve payment of the Change Order and to further authorize the President to take all steps necessary to carry out the terms of the Change Order and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and approves payment of the Change Order, and to ratifies any and all previous action taken to effectuate the intent of this Resolution. The 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 any such other 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.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



TOWN OF CICERO

4949 W. Cermak Road, Cicero, IL., 60804 708-656-3600
www.TheTownofCicero.com

MEMORANDUM

Date: 09.06.2023

To: Town President, Larry Dominick,
and the Honorable Board of Trustees

From: The All-Inclusive Park Project Team

During the originally approved work process on the all-inclusive park, by Specialty Consulting, INC., (SPC), an unknown nature of the property needed to be addressed. The attached document describes the scope of work that was discovered during the originally approved work process. The work is germane to the project, and was undiscovered at the time of the initial proposal. Therefore, it is recommended, and respectfully requested by the project team, that for the completion of the project and in the best interest of the community, that the board approves this modification.

Thank you



Vanessa Parrish <vparrish@thetownofcicero.com>

Cicero Inclusion Park - PCB Delineation Memo

1 message

Chrystine Shelton <cshelton@spc-inc.com>

Thu, Aug 31, 2023 at 1:52 PM

To: Vanessa Parrish <vparrish@thetownofcicero.com>, Tom Tomschin <tomschin@thetownofcicero.com>, Craig Pesek <cpesek@thetownofcicero.com>

Good afternoon,

Per our previous discussions, PCBs were detected in soil boring SPC-1 at a depth of 0-3' at 1.5 milligrams per kilogram (mg/kg), which is over the IEPA soil remediation objective of 1.0 mg/kg. No other elevated PCBs were detected at the site; therefore, PCBs appear isolated to the area near SPC-1 based on the existing data.

The USEPA Toxic Substances Control Act (TSCA) regulations provides three options for disposing of PCB remediation waste. Performance-based disposal does not require any EPA involvement or notice and is commonly applied for sites within the Illinois SRP. Under this option, PCBs greater than 1 mg/kg are required to be excavated and disposed at a TSCA permitted landfill, which is generally 8-10 times more expensive than disposal at a licensed Subtitle D landfill. An intermediate option, self-implementing disposal, allows PCBs to remain on-site at or below specified concentrations, which vary depending on the use of the property, provided that the applicable regulations are followed and are coordinated and approved by USEPA. For self-implementing disposal, USEPA must be notified of the project thirty days in advance. Finally, the most flexible (but procedurally rigorous) option is risk-based disposal, which involves approval of a risk-based cleanup plan by the relevant EPA Regional Administrator. Based on the available information which indicates no PCBs greater than 50 mg/kg and the generally limited quantity of PCB impacted soil presumed to be at the site, performance-based remediation is expected to be the most cost-effective and time sensitive as no USEPA involvement/approvals are required. This does require that the excavated PCB impacted soil above 1 mg/kg and less than 50 mg/kg be disposed at a TSCA permitted landfill. However, as noted above, this incremental cost compared to Subtitle D landfill disposal is anticipated to be minimal and eliminates coordination and potential project delays associated with USEPA involvement. Under this option, the only approvals required are from the Illinois EPA under the SRP.

Both options require additional soil sampling for PCBs to delineate the extent of contamination. Therefore, SPC proposed to advance soil borings via Geoprobe direct push drilling surrounding SPC-1 and collect additional soil samples to delineate the extent of impact and collect sufficient data to demonstrate that no PCBs greater than 50 mg/kg are present. For this purpose, a total of 6 soil borings are proposed including 4 soil borings in close proximity to SPC-1, and 2 additional soil borings in the general direction of the former railroad spur. A soil boring will also be advanced at the previous SPC-1 location to collect a sample from the 3-5 foot interval to assess the vertical extent of impacts. Samples will be collected in each boring from a depth 1-3 feet and deeper samples from 3-5 feet or where native soil materials are encountered. The 3-5 foot samples will be placed on hold and analyzed based on the results of the 1-3 foot samples in the surrounding hand auger soil borings. If time permits, additional step-out samples will be advanced and samples collected to be placed on hold pending initial sample results.

The costs to complete the delineation activities are not expected to exceed **\$6,000**.

Please let me know if you have any questions.

Chrystine Shelton
Senior Environmental Project Manager

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SPECIALTY CONSULTING, INC.

Architects, Engineers & Scientists

1721 Moon Lake Blvd, Suite 414, Hoffman Estates, IL 60169

2942 W. Van Buren Street, Chicago, IL 60612

(312) 319-7575 | Main

(847) 701-4883 | Direct

[REDACTED] | Mobile

(312) 319-7580 | Fax

cshelton@spc-inc.com

www.spc-inc.com



SPECIALTY CONSULTING, INC.

Architects, Engineers & Scientists

image001.png

29K

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, National Power Rodding (“National”) has provided the Town with certain invoices (the “Invoices”), copies of which are attached hereto and incorporated herein as Group Exhibit A, whereby National provided emergency sewer rodding services for four major sewer lines owned by the Town (the “Services”); and

WHEREAS, these emergency Services were requested by Town residents and businesses after the flooding and storm related disaster which occurred in July of 2023; and

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

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve payment of the 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 purchase of the Services is subject to competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

MEMO

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

Attn: President and Board of Trustees

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

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

Date: 9/5/2023

Re: Post July 2nd Flooding – Combined Sewer Cleaning

Dear President & Board of Trustees:

I have attached copies of the following invoices submitted by National Power Rodding for your review and approval:

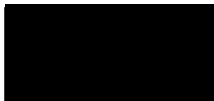
1. Invoice #54221 (\$17,121.25):
 - a. 25th Street – Central Avenue to 54th Avenue
2. Invoice #54377 (\$73,401.25):
 - a. Cicero Avenue – Roosevelt Road to 14th Street
 - b. Cicero Avenue – 21st Place to Cermak Road
 - c. Lombard Avenue – 35th Street to Ogden Avenue

This work was requested at Town Flood Information meetings by residents and by concerned business on Cicero Avenue. As this work was deemed an emergency, National Power Rodding was directed to complete this work on a time and material basis.

Therefore, we are recommending Town Board approval of the above National Power Rodding Invoices for the completion of sewer cleaning at the listed locations.

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

Respectfully,



Tim Geary, P.E.



NATIONAL POWER RODDING

A Carylton Company

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

INVOICE: 54321 Page: 1

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

Invoice Number 54321
Date 7/27/2023
Our Job No. CIC025-762
Your Reference
Requisition No. 23-564
Release No.
Authority
Terms Net 30 days
For Transactions To 7/21/2023

Item/Description	Quantity Unit	Unit Price	Total Price
SCOPE: JETTING OF 9", 12" & 15" SEWER LINES			
LOCATION: CENTRAL AVE & 25TH STREET, CICERO, IL			
JETTING OF 9"-15" SEWER LINES	17.75 HR	850.00	15,087.50
Disposal	16.27 TON	125.00	2,033.75

Subtotal:	17,121.25
Amount Paid:	0.00
Total:	17,121.25

National Power Rodding Corp.
 2500 W. Arthington Street
 Chicago, IL 60612

INVOICE: 54377

Internal Copy

Invoice Number 54377
 Date 8/16/2023
 Our Job No. CIC025-761
 Your Reference
 Requisition No.
 Release No.
 Authority
 Terms Net 30 days
 For Transactions To 8/8/2023

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

Item/Description	Quantity	Unit	Unit Price	Total Price
Charges for Personnel and Equipment to Perform				
SCOPE: TV VARIOUS SEWER LINES				
LOCATION: CICERO AVE BETWEEN ROOSEVELT RD & 14TH ST.				
CICERO AVE BETWEEN CERMAK RD AND 21ST ST., CICERO, IL				
CLEANING OF LOMBARD AVE	4.25	HR	950.00	4,037.50
Disposal	55.21	TON	125.00	6,901.25
TV VARIOUS SEWER LINES	65.75	HR	950.00	62,462.50

Subtotal: 73,401.25
 Amount Paid: 0.00
 Total: 73,401.25

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN AMENDMENT TO A GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY 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 Illinois Department of Commerce and Economic Opportunity (the “DCEO”) administers state grant assistance which provides funding for community-based projects; 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 providing safe and up to date equipment for the Town’s Fire Department; and

WHEREAS, the Town desires to replace the Fire Department’s Self Contained Breathing Apparatus (“SCBA”) units for the benefit of the Town’s firefighters and residents (the “Project”); and

WHEREAS, the Town Grant Administrator previously submitted an application (the “Application”) whereby the Town sought grant funding from DCEO for a portion of the Project; and

WHEREAS, the DCEO has provided the Town with a grant agreement (the “Agreement”), incorporated herein by reference, whereby the Town will receive certain grant funds related to the Project; and

WHEREAS, DCEO has provided an amendment (the “Amendment”) to the Agreement, attached hereto and incorporated herein, which extends the time frame for the use of the grant funds; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town to authorize, approve, and ratify the Amendment, to authorize the President or his designee to execute the Amendment, and ratify any actions previously taken;

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, approve, and ratify the execution of the Amendment for grant funding for the Project and to further authorize the President or

his designee to take all steps necessary to carry out the intent of this Resolution, including executing and delivering all additional information, assurances, and certifications may be required in connection with the Project.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby ratifies, authorizes, and directs the execution of the Amendment on behalf of the Town for grant funding for the Project. The Town Board hereby further authorizes and directs the President or his designee to furnish such additional information, assurances, and certifications as the DCEO may require in connection with the Agreement and the Amendment as shall be approved by the President and the Town Attorney and ratifies any and all previous acts 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.

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

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive

part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Memorandum

To: Michael T. Del Galdo, Town Attorney

Cc: Honorable Larry Dominick, Town President [REDACTED]

From: Jose L. Alvarez, Grants Administrator

Date: 8/22/2023

Subject: DCEO Grant #23-203039 Amendment for Fire Department SCBA Purchase

Michael,

Please find attached the DCEO Grant #23-203039 Amendment in order to request extending the end date of this grant to 6/30/2024. This \$150,000 grant is for the Town of Cicero Fire Department SCBA Purchase. The original grant agreement called for the grant to end 6/30/2023. Since the agreement was not fully executed until 6/7/2023, there would not have been enough time to finalize the SCBA purchase.

The Amendment needs to be processed for signature by President Dominick. This is in accordance with DCEO grant guidelines. The information contained in the documents has been reviewed and is accurate to the best of my knowledge. President Dominick's signature is appropriate for the Grant Amendment.

Please call me if you have any further questions at ext. 263 or 708-359-3830.

Thank you,
JLA

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Town of Cicero

The State of Illinois (State), acting through the undersigned agency (Grantor) and Town of Cicero (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

The Parties or their duly authorized representatives hereby execute this Amendment.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
Town of Cicero

By: _____ Signature of Kristin A. Richards, Director
Signature of Authorized Representative
Date: _____ Date:
Printed Name: _____ Printed Name: Larry Dominick
Signature of Designee
Printed Title: _____ Printed Title: Town President
Date: _____ Date:
Email: _____ Email: Larry@thetownofcicero.com

Printed Name: _____
Printed Title: _____ Designee

By: _____ Signature of Second Grantee Approver, if applicable
Signature of Second Grantor Approver, if applicable
Date: _____ Date:
Printed Name: _____ Printed Name:
Printed Title: _____ Printed Title:
Second Grantor Approver
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

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**ARTICLE I
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION**

- 1.1. Original Agreement. The Agreement, numbered **23-203039**, has an original term from **07/01/2022** to **06/30/2023**.
- 1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
N/A	

- 1.3. Current Agreement Term. The Agreement expires on **06/30/2023**, unless terminated pursuant to the Agreement.
- 1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):
 - Exhibit A (Project Description)
 - Exhibit B (Deliverables/Milestones)
 - Exhibit C (Contact Information)
 - Exhibit D (Performance Measures/Std.s.)
 - Exhibit E (Specific Conditions)
 - Award Term
 - Award Amount
 - PART TWO (Grantor-Specific Terms)
 - PART THREE (Project-Specific Terms)
 - Budget
 - Budget (Unilateral)
 - Funding Source
 - Other (specify):
- 1.5. Effective Date. This Amendment shall be effective on N/A . If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.
- 1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

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**ARTICLE II
AMENDMENTS**

2.1. Award Term Changes. Paragraph 1.4 of the Agreement is amended to expire on 06/30/2024, unless terminated pursuant to the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Vendor: **Town of Cicero**
Vendor Address: **4949 West Cermak Road**
Cicero, IL 60804-2461

Contract Number: **23-203039**

I, Larry Dominick, being duly sworn, solemnly swear and affirm that I am the Town President of the Town of Cicero.

Prior to its expiration, the above named parties agreed to renew the grant for **operational expenses via the purchase of equipment to assist the Cicero Fire Department located at 5303 West 25th Street in Cicero, IL**, but the renewal was not reduced to writing prior to expiration of the previous contract term because **we were remiss the deadline in submitting the official paperwork to Accounting on time for processing**.

I am duly authorized to make this affidavit. I know and understand the contents of this affidavit, and all statements herein are true and correct.

Signature of Affiant Date
Larry Dominick / Town President

Name and Title

Subscribed and sworn before me this _____ day of _____, 20_____.

(Seal) _____
Notary Public
My Commission Expires: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN APPLICATION FOR GRANT FUNDING FROM THE ILLINOIS ATTORNEY GENERAL 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 Office of the Illinois Attorney General (the “Attorney General”) provides funding for various community crime prevention programs; 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 maintaining and improving the safety of residents and visitors in the Town; and

WHEREAS, the Town desires to reduce retail theft occurring within the Town; and

WHEREAS, the Town Grant Administrator has prepared an application (the “Application”), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby the Town will seek grant funding from the Attorney General for radios, equipment, and training within the Town (the “Project”); and

WHEREAS, submission of the Application requires the President's execution for assurances and certifications in accordance with the Attorney General's guidelines; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town to authorize, approve, and ratify the submission of the Application for the Project and to authorize the President to execute the Application and ratify any actions previously taken;

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, approve, and ratify the execution and submission of the Application for grant funding for the Project and to further authorize the President to take all steps necessary to carry out the intent of this Resolution, including executing and delivering all additional information, assurances, and certifications may be required in connection with the Application.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby ratifies, authorizes, and directs the execution and

submission of the Application on behalf of the Town for grant funding for the Project. The Town Board hereby further authorizes and directs the President to furnish such additional information, assurances, and certifications as the Attorney General may require in connection with the Application as shall be approved by the President and the Town Attorney and ratifies any and all previous acts taken to effectuate the intent of this Resolution. The Town Board expressly ratifies the President's execution of the Application. 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.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

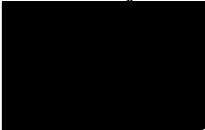
 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Memorandum

To: Michael T. Del Galdo, Town Attorney

Cc: Honorable Larry Dominick, Town President

From: Jose L. Alvarez, Grants Administrator 

Date: 9/6/23

Subject: Town of Cicero Attorney General Organized Retail Theft Grant Application

Michael,

Please find attached for your review, Town of Cicero FY24 Attorney General Organized Retail Theft Grant Application. The application abstract needs to be processed for approval by President Dominick and the Town Board. The grant application is for the purchase of New Radios, Pole Cameras and training needed to further development of a Real Time Crime Center in the amount of \$1,162,360.00. The information contained in the documents has been reviewed and is accurate to the best of my knowledge. President Dominick and the Town Board approval is appropriate.

Due to time constraints of the funding availability and the preparation of the grant application documentation, the application was submitted on the Amplifund web portal by the deadline of 8/31/23. If the grant application is selected for funding, the grant agreement will be submitted to the legal department for review prior to final Town Board approval.

Please contact me if you have any further questions at ext. 263 or 708-359-3830.

Thank you,
JLA

Applicant Organization Information

Important Notice

1. Agency Information

1.1 Agency Name

Town of Cicero

1.2 Physical Street Address

4949 W Cermak Rd

1.3 City

Cicero

1.4 Zip Code

60804-2461

1.5 Telephone Number

708-656-3600

1.6 Fax Number

1.7 E-mail Address

Jalvarez@thetownofcicero.com

1.8 Mailing Address (If different from address above)

1.9 City

1.10 Zip Code

2. Staff Information

2.1. Chief Executive Officer

2.1a. First Name-CEO

Larry

2.1b. Last Name-CEO

Dominick

2.1c. E-mail Address

larry@thetownofcicero.com

2.2. Chief Financial Officer

2.2a. First Name-FO

David

2.2b. Last Name-FO

Gonzalez

2.2c. E-mail Address

DGonzalez@thetownofcicero.com

2.3. Grant Contact Person (Person who has primary responsibility for grant management)

2.3a. First Name

Jose

2.3b. Last Name

Alvarez

2.3c. Telephone Number
708-359-3830

2.3d. E-mail Address
Jalvarez@thetownofcicero.com

3. Organization Type

3.1 Program Type (Choose one)*

Law Enforcement Agency ▾

3.2. FEIN Number
36-6005833

3.3. Describe your service area (Mark all that apply)

- Urban
 Suburban
 Rural

3.4. Counties Served - (Mark only the county of the primary office)

Cook County ▾

4. Applicant Certification

Form can be printed by clicking the 'Print' icon located in the same row of the form on the Application Form Page.

****Please click SAVE before printing.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).



Authorized Signature

Date

8/31/23

THOMAS P. BOYLE

Signer's Full Name

SUPERINTENDENT OF POLICE

Signer's Title

Upload the signed FY23 Applicant Organization Information Certified page here.

You will not be able to Mark this Page as Complete or submit the application without first uploading this document.

Please upload the signed and completed Applicant Organization Information page.

Category	Item Type	Name	Non-Grant	Grant-Fund	Cash Match	In-Kind	Match	Direct Cost	Narrative
Equipment	Non Person	Interoperat	No	#####	\$0.00	\$0.00	#####	172 Police r	
Equipment	Non Person	Pole camer	No	#####	\$0.00	\$0.00	#####	10 Fixed Le	
Over Time	Personnel	ORC overtir	No	#####	\$0.00	\$0.00	#####	8 officers-1	

Attachments

radios with interoperability functionality

ns Quad Pole cameras

,600 hours conducting ongoing investigations of Organized Retail Crime offenses and expanded directed

3 patrols to target organized retail crime.



Town of Cicero

Prepared by Town of Cicero
for Illinois Office of the Attorney General FY2024 Organized Retail Crime Grant Program

Submitted by Jose Alvarez

Submitted on 08/31/2023 12:12 PM Central Standard Time



Opportunity Details

Opportunity Information

Title

FY2024 Organized Retail Crime Grant Program

Description

Awarding Agency Name

Office of the Illinois Attorney General, VCVA Program

Agency Contact Name

Kathy Carroll

Agency Contact Email

kathy.carroll@ilag.gov

Fund Activity Categories

Law, Justice and Legal Services

Category Explanation

Funding Purposes

The ORC funding is intended to:

- 1) Enhance law enforcement collaboration in combatting organized retail crime;
- 2) Enhance ongoing investigations of organized retail crime;
- 3) Provide training to law enforcement and prosecutors in the investigation and prosecution of organized retail crimes;
- 4) Support overtime for law enforcement in investigations of organized retail crime in both the home agency of officers and in collaboration with the Attorney General's Organized Retail Crime Task Force.

Departments

Subjects

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/d62ac299-c6f0-4790-bcd6-e578e5731afd>

Is Published

Yes

Funding Information

Funding Sources

State

Funding Source Description

Funding Restrictions

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current



service year is an allowable expense.

Award Information

Award Period

07/01/2023 - 06/30/2024

Award Type

Competitive

Capital Grant

No

Indirect Costs Allowed

No

Matching Requirement

No

Submission Information

Submission Window

06/20/2023 12:00 AM - 08/31/2023 5:00 PM

Submission Timeline Additional Information

Term of Grant: July 1, 2023 – June 30, 2024

Submit application: August 31, 2023

Other Submission Requirements

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.

Question Submission Information

Question Submission Email Address

kathy.carroll@ilag.gov

Technical Assistance Session

Technical Assistance Session

No

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- State Governments
- County Governments
- City or township governments
- Special District Governments

Additional Eligibility Information



Additional Information

Additional Information URL

Additional Information URL Description

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.

Award Administration Information

Reporting

Quarterly Expenditure Reports due 15 days after the close of each quarter.

October 15, January 15, April 15, July 15

Performance Plan due by July 15, 2024.

Other Information

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.



Project Information

Application Information

Application Name

Town of Cicero

Award Requested

\$1,162,360.00

Total Award Budget

\$1,162,360.00

Primary Contact Information

Name

Jose Alvarez

Email Address

jalvarez@thetownofcicero.com

Address

4949 W. Cermak Rd.
Cicero, Illinois 60804

Phone Number

(708) 656-3600

Reconciliation Methods

Allowable Reconciliation Methods

Reimbursement

Attachments

Justification For Reconciliation Method

Supporting Documentation



Project Description

Applicant Organization Information

Important Notice

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1.3 City

Cicero

1.4 Zip Code

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2.2. Chief Financial Officer

2.2a. First Name-FO

David

2.2b. Last Name-FO

Gonzalez

2.2c. E-mail Address

DGonzalez@thetownofcicero.com

2.3. Grant Contact Person (Person who has primary responsibility for grant management)



2.3a. First Name

Jose

2.3b. Last Name

Alvarez

2.3c. Telephone Number

708-359-3830

2.3d. E-mail Address

Jalvarez@thetownofcicero.com

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3.1 Program Type (Choose one)*

Law Enforcement Agency ▼

3.2. FEIN Number

36-6005833

3.3. Describe your service area (Mark all that apply)

- Urban
- Suburban
- Rural

3.4. Counties Served - (Mark only the county of the primary office)

Cook County ▼

4. Applicant Certification

Form can be printed by clicking the 'Print' icon located in the same row of the form on the Application Form Page.

****Please click SAVE before printing.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Authorized Signature

Date

Signer's Full Name

Signer's Title



Upload the signed FY23 Applicant Organization Information Certified page here.

You will not be able to Mark this Page as Complete or submit the application without first uploading this document.

Please upload the signed and completed Applicant Organization Information page.
2024 ILAG ORC Grant - Cicero Signature Page.pdf

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Training for Law Enforcement

Describe the type of training requested

Training

None requested.

How many individuals will be trained?

Number Trained

When will the training be completed?

Timing

Upload a training brochure, if available

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Overtime Reimbursement for Law Enforcement Agencies

How many Officers are included in this request?

How many Officers included

8

How many hours of overtime are included in this request?

How many hours included

1600

Describe the type of work that will be performed with this overtime request?

Type of work

Ongoing investigations of Organized Retail Crime offenses and expanded directed patrols to target organized retail crime. Officers participating in these overtime details will coordinate with patrol officers to provide the information needed while conducting real time investigations related to retail crimes. Investigations will be coordinated with neighboring law enforcement agencies in order to further efforts in the prosecution of organized retail crimes. In 2022, we responded to 309 retail theft calls for service and arrested 112 individuals. For the first half of 2023, we have responded to over 200 retail theft calls for service and had 86 arrests. These incidents have been rapidly increasing in frequency and seriousness. Conducting additional overtime patrols and follow up investigations will assist us in addressing the problem. We will also be able to dedicate time in cooperative investigations with the Attorney General's task force and other law enforcement agencies.

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Request to Embed Personnel in The Attorney General's Taskforce

Purpose

What is the purpose of assigning personnel to the Attorney General's ORC Task Force?

None requested.

Outcome

What is the desired outcome of this assignment?

Duration and Time

What is the expected duration of this placement? What are the anticipated number of overtime hours for this placement?

Special Skills

What special skills can the embedded officer offer the Task Force?

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Specific Investigation Request

A. Background Facts About the Case

A.1. What is the basis for initiating this case?

None requested.

A.2. Provide the following information about the targeted organization:

A.2.a. Geographic scope of criminal operation

A.2.b. Approximate date range of criminal operations

A.2.c. Number of members of the targeted organization

A.2.d. Relevant criminal activities involved

A.2.e. Volume of illicit proceeds and estimated annual money laundering capacity of the organization?

A.2.f. Nature and extent of intimidation or violence, if any

A.2.g. Nature and extent of public corruption, if any

A.2.h. Use/trafficking of firearms/weapons and provide plan for deterrence

A.3. How would disruption or dismantlement of the target organization impact Organized Retail Crime?

A.4. Explain any connections to terrorist organization, national gangs, or other organized criminal activity.

A.5. If the target organization regularly moves, or directs movement of, contraband across the U.S. border, explain. Identify the investigative techniques used to produce evidence of such movements (e.g., human sources, wire intercepts, physical surveillance, undercover activities, etc)

A.6. If the target organization's direct source of supply is based outside the U.S., explain. Identify the investigative techniques used to produce evidence of the foreign source.

B. Investigative Techniques and Goals

B.1. What are the overall goals and objectives of this investigation?

B.2. Describe your financial investigation:

B.2.a. The steps taken to further the financial investigation

B.2.b. The general results obtained to date

B.2.c. The additional financial investigative steps planned

B.2.d. The potential for asset seizures

B.2.e. The types of potentially forfeitable assets and the relationship of the assets to the targets or criminal activities

B.3. Describe any additional planned investigative techniques beyond those listed in Part 2 above

B.4. Describe the connection this case has to other investigations and/or jurisdictions.

B.5. Describe the contact made with those other jurisdictions by:

B.5.a. Agents involved in this case (and provide titles of per § 87(2)(s) contacted)



B.5.b. Prosecutors involved in this case (and provide titles of person(s) contacted):

C. Personnel/Resource Requirements

C.1. Explain the investigative responsibilities of each agency participating in this investigation.

C.2. If more than one prosecutor's office -federal, state, or foreign- is involved, explain the role and responsibilities of each prosecutor's office.

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Equipment

Requested Equipment

Describe the requested equipment, where the equipment is to be placed, and the intended benefit from the equipment. Enter the numbers and amounts for each equipment item in the budget.

Description

The Town of Cicero is one of the top ten largest municipalities in Illinois. Per the 2020 census, the population was 85,268 with a total area of 5.87 square miles. There are over 4,000 people employed in retail trade in Cicero with a renewed commercial sector including mini-malls and large retail stores. Cicero has experienced many retail theft crimes at our shopping centers, mini malls and throughout the community at our retail trade businesses. The itemized equipment listed below is intended to assist in identifying and apprehending perpetrators, investigating retail crime incidents, and keeping our community safe.

10 Pole cameras: Fixed Lens Quad Camera w/ Mounts and would be installed in various locations through town to aid in identifying known offenders of organized retail crime offenders.

These cameras would be placed in the specific locations listed to aid in organized retail crime investigations: Cermak and Lombard; 16th and 61st; 14th and Laramie; 23rd and Laramie; 24 Central; Ogden and 50th; Ogden and 26th; 59th and 13th streets; 26th and Lombard; 19th and 47th avenues.

Total for pole cameras requested is \$121,000.

172 Police radios with interoperability functionality: Cicero does not currently have the capability for interoperable communications essential to investigating organized retail crime incidents. The radios have been identified by the Cicero ETSB and the specific models are manufactured by Kenwood EF Johnson. EF Johnson manufactures the VP8000 Multiband radio specified by the Cicero ETSB for use with the existing VHF, UHF, and 800 MHz systems and pending upgrades utilizing Diga-Talk FDMA and TDMA radio networks. These radios provide internal interoperability with the Cicero Police, Fire, and other municipal agencies including public works and local schools. These radios will also provide interoperability with other Cicero ETSB agencies (Stickney and Forest View) as well as Cook County, City of Chicago, and State of Illinois Agencies.

Total for police radios requested is \$941,360.

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Equipment		
Interoperable Radios	\$941,360.00	\$941,360.00
Pole cameras	\$121,000.00	\$121,000.00
Subtotal	\$1,062,360.00	\$1,062,360.00
Over Time Pay		
ORC overtime	\$100,000.00	\$100,000.00
Subtotal	\$100,000.00	\$100,000.00
Total Proposed Cost	\$1,162,360.00	\$1,162,360.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$1,162,360.00	\$1,162,360.00
Subtotal	\$1,162,360.00	\$1,162,360.00
Total Proposed Revenue	\$1,162,360.00	\$1,162,360.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Equipment

List all equipment requested including the number of items for each equipment category and the cost per unit of the equipment. Multi-year service contracts are allowable, but only the current year of the contract is eligible for funding in this grant cycle.

Interoperable Radios

172 Police radios with interoperability functionality

Pole cameras

10 Fixed Lens Quad Pole cameras



Over Time Pay

ORC overtime

8 officers-1,600 hours conducting ongoing investigations of Organized Retail Crime offenses and expanded directed patrols to target organized retail crime.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY 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 Emergency Management Agency (“FEMA”) aids local governments before, during and after disasters; and

WHEREAS, FEMA established the Assistance to Firefighters Grant (the “AFG”), which provides funds to fire departments to assist firefighters and other first responders in obtaining essential resources; and

WHEREAS, as the Town grows in population and density, the need and demand for fire services and emergency medical services increase; 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 protecting the residents of the Town and emergency personnel from fires and related emergencies; and

WHEREAS, the Town Grant Administrator previously prepared an application for an AFG (the “Application”), incorporated herein by reference, whereby the Town is sought grant funds from FEMA to assist the Town with purchasing carbon monoxide and smoke detectors with ten (10) year batteries (the “Equipment”); and

WHEREAS, FEMA has awarded grant funds for the Equipment and provided the Town with a grant agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town is required to complete certain assurances, certifications, and related documents in order to accept the grant funds; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town to authorize and direct the President or his designee to execute the Agreement and any required assurances, certifications, or related documents necessary for the acceptance of the grant funds;

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 and direct the President or his designee to execute the Agreement and related documents and submit any required assurances, certifications, or related documents necessary for the acceptance of the grant funds from FEMA.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to execute the Agreement and any related documentation and submit any required assurances, certifications, or related documents necessary for the acceptance of the grant funds. The Town Board ratifies any and all previous action taken to effectuate 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.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:


 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Memorandum

To: Michael T. Del Galdo, Town Attorney

Cc: Honorable Larry Dominick, Town President

From: Jose L. Alvarez, Grants Administrator 

Date: 9/6/23

Subject: Town of Cicero Fire Department FEMA Fire Prevention and Safety (FP&S) Grant Award

Michael,

Please find attached for your review, Town of Cicero Fire Department FEMA Fire Prevention and Safety (FP&S) Grant Award and Agreement Articles. The documents need to be processed for approval and acceptance by President Dominick and the Town Board. The FP&S grant is for the purchase of Smoke & Carbon Monoxide Detectors to be distributed throughout the Town of Cicero in the amount of \$148,571.42 plus a 5% local match of \$7,428.58 for a total approved budget of \$156,000. The information contained in the documents has been reviewed and is accurate to the best of my knowledge. President Dominick and the Town Board approval is appropriate.

Please contact me if you have any further questions at ext. 263 or 708-359-3830.

Thank you,
JLA

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/11/2023



Jose Alvarez
CICERO, TOWN OF
4949 WEST CERMAK ROAD
CICERO, IL 60804

EMW-2022-FP-00859

Dear Jose Alvarez,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Fire Prevention & Safety (FPS) Grant funding opportunity has been approved in the amount of \$148,571.42 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$7,428.58 for a total approved budget of \$156,000.00. Please see the FY 2022 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2022 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A black rectangular redaction box covers the signature of Pamela Williams.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Fire Prevention & Safety

Recipient: CICERO, TOWN OF

UEI-EFT: LE8EBPHCZ5Z9-5303

DUNS number: 0102915995303

Award number: EMW-2022-FP-00859

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Fire Prevention and Safety (FP&S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	First Year	Second Year	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$78,000.00	\$78,000.00	\$156,000.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00
Federal	\$74,285.71	\$74,285.71	\$148,571.42
Non-federal	\$3,714.29	\$3,714.29	\$7,428.58
Total	\$78,000.00	\$78,000.00	\$156,000.00
Program Income			\$0.00

Approved scope of work

Approved request details:

Community Risk Reduction

Project: Smoke Alarm Installations (door to door with home safety inspection)

Other (Explain)

CO/Smoke Detectors

DESCRIPTION

This CO/Smoke Detectors with 10 year battery life include a voice warning system that announces; Fire, Carbon Monoxide, Low Battery or Smart Hush Activation. The voice alarm eliminates confusion. The unit also has a battery safeguard feature that ensures the unit cannot be accidentally mounted without batteries installed. As well as a mute, a single button tests function, a loud 85-decibel alarm, and a low battery alert and blinking power indicator.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1,300	\$60.00	\$78,000.00
2	1,300	\$60.00	\$78,000.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change from the application. The budget class was modified from equipment to supplies.

Agreement Articles

Program: Fiscal Year 2022 Fire Prevention & Safety

Recipient: CICERO, TOWN OF

UEI-EFT: LE8EBPHCZ5Z9-5303

DUNS number: 0102915995303

Award number: EMW-2022-FP-00859

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB’s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
<p>Article 9</p>	<p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>

<p>Article 10</p>	<p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
<p>Article 11</p>	<p>Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p>Article 12</p>	<p>Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p>Article 13</p>	<p>Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.</p>
<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>

<p>Article 15</p>	<p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
<p>Article 16</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 17</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 18</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 19</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
<p>Article 20</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>

<p>Article 21</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
<p>Article 22</p>	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
<p>Article 23</p>	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
<p>Article 24</p>	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
<p>Article 25</p>	<p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

<p>Article 26</p>	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<p>Article 27</p>	<p>Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<p>Article 28</p>	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
<p>Article 29</p>	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<p>Article 30</p>	<p>Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
<p>Article 31</p>	<p>Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

<p>Article 39</p>	<p>USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
<p>Article 40</p>	<p>Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.</p>
<p>Article 41</p>	<p>Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.</p>
<p>Article 42</p>	<p>Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.</p>

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the input of federal resources used to develop outreach efforts/materials the FP&S Program (by organization type) and the total number of individuals reached with said materials, as requested in its application. In addition, FEMA will evaluate whether the recipient's activities impacted community risk reduction, code enforcement awareness, fire arson investigation, as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the program impact as stated in the NOFO.

Article 49**Environmental & Historic Preservation Compliance Review Required**

Under the Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY22 Fire Prevention and Safety Grant funds in support of Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY22 Fire Prevention and Safety Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY22 Fire Prevention and Safety Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2022-FP-00859	2. Amendment No. N/A	3. Recipient No. 366005833	4. Type of Action AWARD	5. Control No. WX01190N2023T		
6. Recipient Name and Address CICERO, TOWN OF 4949 W CERMAK RD CICERO, IL 60804		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Jose Alvarez		9a. Phone No. 7086563600	10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/11/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/18/2023 to 08/17/2025 Budget Period 08/18/2023 to 08/17/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FPS	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$148,571.42	\$148,571.42	\$7,428.58
Totals			\$0.00	\$148,571.42	\$148,571.42	\$7,428.58
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/11/2023

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF POLICE TACTICAL EQUIPMENT 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 Police Department (the “Department”) is committed to protecting the health, safety, and welfare of the Town and its residents; and

WHEREAS, the Department previously received grant funds through the Chicago/Cook County Partners 200 Justice Assistance Grant for law enforcement projects; and

WHEREAS, the Department has determined that it is in need of a Rifled Ballistic Shield Level III and twelve (12) active shooter kits (the “Equipment”) in order to better prepare for emergency situations; and

WHEREAS, Mallory Safety and Supply, LLC (“the Vendor”) has provided quotes for the Equipment (the “Quotes”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the grant funds shall be utilized for the purchase of the Equipment;
and

WHEREAS, Chapter 2, Section 2-868, of The Code of Ordinances of the Town of Cicero, Illinois provides that competitive bidding is not required for purchases or contracts wherein advertising for bids has been waived by a majority of a quorum of the Town Board (as defined below); and

WHEREAS, the Corporate Authorities (as defined below) have determined that it is necessary, advisable, and in the best interests of the Town and its residents to waive any competitive bidding requirement that may be applicable to the purchase of the Equipment by a majority vote; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment for the Department in accordance with the terms of the Quotes;

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 authorize and approve the purchase of the Equipment in accordance with the terms of the Quotes, 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 the purchase of the Equipment in accordance with the terms of the Quotes 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 Equipment contained within the Quotes is subject to additional competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference, and form no substantive

part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



Town of Cicero POLICE DEPARTMENT

4901 W Cermak Road
Cicero, Illinois 60804
T - (708)652-2130 x370
F - (708)863-5309

Thomas P. Boyle

Superintendent of Police

To: Honorable Larry Dominick and the Board of Trustees-The Town of Cicero

Cc: Mr. Michael T. Del Galdo, Town Attorney--Town of Cicero
Mr. David Gonzalez, Town of Cicero Financial Officer

From: Thomas P. Boyle, Superintendent of Police

Date: September 5, 2023

Subject: Request for approval to purchase (12) Active Shooter Kits and (1) Rifle Ballistic Shield as requested in the Chicago/Cook County Partners FY 2020 Justice Assistance Grant

Mr. President and Board of Trustees,

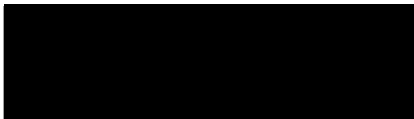
This memorandum is a formal request for final approval to purchase equipment specified on the Chicago/Cook County Partners FY2020 Justice Assistance Grant (JAG) These funds have been awarded to the Town of Cicero and will be used exclusively to purchase Active Shooter Kits with ballistic helmets, Carrying Bags and a Rifle Rated Ballistic Shield. The requested equipment will be used by Cicero Police Officers in the event that they will be called on to approach suspects/individuals who are armed with firearms or other dangerous weapons.

The equipment will be used by officers trained on the tactical deployment of the specialized equipment. Through the acquisition of this equipment, officers will be more able to effectively curtail any dangerous/criminal activity that jeopardizes their lives, or the lives of residents/visitors of the community.

The Chicago/Cook County Partners 2020 Justice Assistance Grant (JAG) Application awarded the Town of Cicero \$17,429.00 for Law Enforcement projects.

Attached are (2) two quotations from Mallory Safety and Supply LLC., for the amount of \$7,117.65 for a Rifled Ballistic Shield Level III and (12) twelve Active Shooter Kits for the amount of \$10,370.56.

Your consideration of my request is greatly appreciated.


Thomas P. Boyle
Superintendent of Police



MALLORY

SAFETY AND SUPPLY LLC

645 Wilson St • Eugene, OR 97402
Ph: 541-683-9333 • Fax: 541-683-8107

QUOTATION

Purchase Order Address:
PO Box 2068
Longview, WA 98632

Order Number	
3366498	
Order Date	Page
9/6/2023 05:32:54	1 of 1
ESTIMATED DATE	
10/31/2023 00:00:00	

Quote Expires On 11/5/2023

Bill To:

TOWN OF CICERO-POLICE DEPARTMENT
ATTN: ACCOUNTS PAYABLE
4901 W CERMAK RD
CICERO, IL 60804

708-652-2130

Ship To:

TOWN OF CICERO-POLICE DEPARTMENT
4901 W CERMAK RD
ATTN: DOM SCHULLO
CICERO, IL 60804
US

Requested By: Mr. DOMINIC SCHULLO (EM INV)

Customer ID: 121101 Freight Code:

Job Name:

PO Number	Carrier	Ship Route	Taker
DOM/ACTIVE SHOOTER KITS	PS FC EUGENE our account #86265		AARENZ

Line No	Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
	Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Delivery Instructions: OMNIA # 159498 THIS PRICING IS FOR THE TOWN OF CICERO PD AND IS NOT ELIGIBLE FOR OTHER PUBLIC OR NON-PROFIT AGENCIES.

1	12.0000	0.0000	12.0000	EA		SHETA-SBT-5000 1.0 DOUBLE PISTOL POUCH BLK	EA 1.0	12.99	155.88
2	24.0000	0.0000	24.0000	EA		SHETA-SBTX213229A-POLWB 1.0 3X7 POLICE WHITE ON BLACK ID PLACARD	EA 1.0	8.99	215.76
3	12.0000	0.0000	12.0000	EA		SHETA-SBTACTSHOOT-4S17-BK 1.0 ACTIVE SHOOTER KIT LEVEL IV 4S17 4S17 ARMOR PLATES	EA 1.0	426.82	5,121.84
4	14.0000	0.0000	14.0000	EA		UNISI-ACH-MICH-LE-III-A-LG 1.0 BALLISTIC HELMET ACH/MICH LE BLK	EA 1.0	317.00	4,438.00
5	12.0000	0.0000	12.0000	EA		UNISI-HBAG 1.0 PROTECTIVE BAG AND CARRY STRAP 1000d NYLON, LINED TO FIT HELMET AND FACE SHIELD	EA 1.0	36.59	439.08

Total Lines: 5

SUB-TOTAL: 10,370.56
TAX: 0.00
AMOUNT DUE: 10,370.56

U.S. Dollars



MALLORY
SAFETY AND SUPPLY LLC
645 Wilson St • Eugene, OR 97402
Ph: 541-683-9333 • Fax: 541-683-8107

QUOTATION

Purchase Order Address:
PO Box 2068
Longview, WA 98632

Order Number	
3368165	
Order Date	Page
9/5/2023 11:43:05	1 of 1
ESTIMATED DATE	
11/30/2023 00:00:00	

Quote Expires On 11/4/2023

Bill To:

TOWN OF CICERO-POLICE DEPARTMENT
ATTN: ACCOUNTS PAYABLE
4901 W CERMAK RD
CICERO, IL 60804

708-652-2130

Ship To:

TOWN OF CICERO-POLICE DEPARTMENT
4901 W CERMAK RD
ATTN: DOM SCHULLO
CICERO, IL 60804
US

Requested By: Mr. DOMINIC SCHULLO (EM INV)

Job Name: JAG GRANT 2023

Customer ID: 121101 Freight Code:

PO Number	Carrier	Ship Route	Taker
DOM/SHIELDS	PS FC EUGENE our account #86265		AARENZ

Line No	Quantities				UOM Unit Size	Disp.	Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
	Ordered	Allocated	Remaining							
2	1.0000	0.0000	1.0000	EA		UNISI-STD24X36III+LWERTWVP	EA	7,117.65	7,117.65	
					1.0	LIGHTWEIGHTIII PLUS 24X36 SHIELD WITH VIEWPORT, ERT HANDLE, ARM PAD, RIFLE SHIELD LEVEL III pluse 29.09 lbs		1.0		

Total Lines: 1

SUB-TOTAL: 7,117.65
TAX: 0.00
AMOUNT DUE: 7,117.65
U.S. Dollars

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A DRONE 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 Police Department (the “Department”) is committed to protecting the health, safety, and welfare of the Town and its residents; and

WHEREAS, the Department has determined that it is in need of a DJI Matrice Drone (the “Equipment”) to provide assistance to the Department for search and rescue, remote operations, and other law enforcement activities; and

WHEREAS, Axon Enterprises, Inc. (“the Vendor”) has provided a quote for the Equipment and related training (the “Quote”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Chapter 2, Section 2-868, of The Code of Ordinances of the Town of Cicero, Illinois provides that competitive bidding is not required for purchases or contracts

wherein advertising for bids has been waived by a majority of a quorum of the Town Board (as defined below); and

WHEREAS, the Corporate Authorities (as defined below) have determined that it is necessary, advisable, and in the best interests of the Town and its residents to waive any competitive bidding requirement that may be applicable to the purchase of the Equipment by a majority vote; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment for the Department in accordance with the terms of the Quote;

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 authorize and approve the purchase of the Equipment in accordance with the terms of the Quote, 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 the purchase of the Equipment in accordance with the terms of the Quote 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 Equipment contained within the Quote is subject to additional competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



CICERO POLICE DEPARTMENT
 4901 W. Cermak Rd.
 CICERO, IL 60804
 Office: 708.652.2130 x318
 Fax: 708.656-9234



To: Thomas Boyle Superintendent
 Cc: Luis Gutierrez 1st Deputy
 Raul Perez Chief of Staff

From: DS. Schullo [redacted]
 Subject: Axon Air / DJI Matrice Drone

08/29/23

I am writing to you today to propose the purchase of the DJI Matrice Drone and the accompanying licenses, training and accessories that come with it. In this day in age it is particularly important that we have the proper technology such as drones so we can adapt to any situation we need to respond to. The DJI Matrice is one of the most advanced in the DJI fleet and has been designed specifically for our use case, search and rescue, remote operations, crowd control, LIDAR imaging, Thermal Imaging and other features. One of the important features of the Matrice is the ability to have a remote operator, so in a high-risk environment we will be able to ensure the safety of the officer in command of the drone by allowing him/her to operate remotely.

The planned use case for this drone will be to monitor large group gatherings such as carnivals, parades, Cicero Fest and others like that within the Town of Cicero. I am requesting to purchase the drone as well as the other Axon components that will total \$47,456.

Please see attached quote from Axon for specific information.

Thank you in advance

[redacted signature]

DS Schullo

Cicero Police Department
 Superintendent Thomas P. Boyle

Approved [redacted]

Denied: _____

Date: 08/30/23 [redacted]

Approved



City of Chicago
Police Department
Chicago, Illinois
60604



Approved: _____
Date: _____

Denied: _____
Date: _____

222

Superintendent Thomas P. Boyle
Chicago Police Department

Approved: _____

Denied: _____

Date: _____



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-407677-45154.569JB

Issued: 08/16/2023

Quote Expiration: 10/14/2023

Estimated Contract Start Date: 10/15/2023

Account Number: 112384

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
4901 W Cermak Rd 4901 W Cermak Rd Cicero, IL 60804-2461 USA	Cicero Police Dept. - IL 4901 W Cermak Rd Cicero IL 60804-2461 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Boyle Phone: Email: kboyle@axon.com Fax:	dominic schullo Phone: (708) 652-2130 Email: dschullo@thetownofcicero.com Fax:

Quote Summary

Program Length	93 Months
TOTAL COST	\$47,456.65
ESTIMATED TOTAL W/ TAX	\$47,456.65

Discount Summary

Average Savings Per Year	\$680.38
TOTAL SAVINGS	\$5,272.97

Payment Summary

Date		Subtotal	Tax	Total
Sep 2023		\$24,131.18	\$0.00	\$24,131.18
Sep 2024		\$3,332.21	\$0.00	\$3,332.21
Sep 2025		\$3,332.21	\$0.00	\$3,332.21
Sep 2026		\$3,332.21	\$0.00	\$3,332.21
Sep 2027		\$3,332.21	\$0.00	\$3,332.21
Sep 2028	223	\$3,332.21	\$0.00	\$3,332.21
Sep 2029		\$3,332.21	\$0.00	\$3,332.21

Payment Summary

Date	Subtotal	Tax	Total
Sep 2030	\$3,332.21	\$0.00	\$3,332.21
Total	\$47,456.65	\$0.00	\$47,456.65

Quote Unbundled Price:	\$52,729.62
Quote List Price:	\$52,729.62
Quote Subtotal:	\$47,456.65

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	93	\$283.34	\$283.34	\$226.64	\$21,077.65	\$0.00	\$21,077.65
A la Carte Hardware									
100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	8			\$329.00	\$329.00	\$2,632.00	\$0.00	\$2,632.00
100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	1			\$14,042.00	\$14,042.00	\$14,042.00	\$0.00	\$14,042.00
A la Carte Software									
100112	AXON AIR, E.COM PILOT DATA LIC	2	93		\$30.00	\$30.00	\$5,580.00	\$0.00	\$5,580.00
A la Carte Services									
12328	AXON AIR, ON-SITE TRAINING	1			\$4,125.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
Total							\$47,456.65	\$0.00	\$47,456.65

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	1	09/15/2023
A la Carte	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	8	09/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR, UAS LICENSE (CLASS 2)	1	10/15/2023	07/14/2031
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	10/15/2023	07/14/2031
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	10/15/2023	07/14/2031
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	2	10/15/2023	07/14/2031

Services

Bundle	Item	Description	QTY
A la Carte	12328	AXON AIR, ON-SITE TRAINING	1

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 1	100518	AXON AIR, DJI MATRICE 30T (NA) SP PLUS	1	\$14,042.00	\$0.00	\$14,042.00
Year 1	100522	AXON AIR, DJI MATRICE 30 SERIES INT FLIGHT BATTERY	8	\$2,632.00	\$0.00	\$2,632.00
Year 1	12328	AXON AIR, ON-SITE TRAINING	1	\$4,125.00	\$0.00	\$4,125.00
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.68	\$0.00	\$2,634.68
Total				\$24,131.18	\$0.00	\$24,131.18

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.71	\$0.00	\$2,634.71
Total				\$3,332.21	\$0.00	\$3,332.21

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.71	\$0.00	\$2,634.71
Total				\$3,332.21	\$0.00	\$3,332.21

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.71	\$0.00	\$2,634.71
Total				\$3,332.21	\$0.00	\$3,332.21

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.71	\$0.00	\$2,634.71
Total				\$3,332.21	\$0.00	\$3,332.21

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 6	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.71	\$0.00	\$2,634.71
Total				\$3,332.21	\$0.00	\$3,332.21

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 7	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.71	\$0.00	\$2,634.71
Total				\$3,332.21	\$0.00	\$3,332.21

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100112	AXON AIR, E.COM PILOT DATA LIC	2	\$697.50	\$0.00	\$697.50
Year 8	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	\$2,634.71	\$0.00	\$2,634.71
Total				\$3,332.21	\$0.00	\$3,332.21

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/16/2023



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A SECURITY SYSTEM 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 Police Department (the “Department”) is committed to protecting the health, safety, and welfare of the Town and its residents; and

WHEREAS, the Department also provides security oversight for all Town owned properties; and

WHEREAS, the Department has determined that the Fleet Maintenance facility requires a security system, including access panels (the “Equipment”), for the protection of Town employees and equipment; and

WHEREAS, Current Technologies Corporation (“the Vendor”) has provided a quote for the Equipment (the “Quote”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Chapter 2, Section 2-868, of The Code of Ordinances of the Town of Cicero, Illinois provides that competitive bidding is not required for purchases or contracts wherein advertising for bids has been waived by a majority of a quorum of the Town Board (as defined below); and

WHEREAS, the Corporate Authorities (as defined below) have determined that it is necessary, advisable, and in the best interests of the Town and its residents to waive any competitive bidding requirement that may be applicable to the purchase of the Equipment by a majority vote; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment for the Department in accordance with the terms of the Quote;

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 authorize and approve the purchase of the Equipment in accordance with the terms of the

Quote, 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 the purchase of the Equipment in accordance with the terms of the Quote 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 Equipment contained within the Quote is subject to additional competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



CICERO POLICE DEPARTMENT
 4901 W. Cermak Rd.
 Cicero, IL 60804
 Office: 708.652.2130 x318
dschullo@thetownofcicero.com



To: Thomas Boyle Superintendent
 Cc: Luis Gutierrez 1st Deputy
 Raul Perez Chief of Staff
 From: D/S. D. Schullo [REDACTED]
 Date: 08/09/2023
 Subject: **S2 Security System**

Sir:

I would like to propose the addition of S2 Access Control systems at our fleet maintenance which currently has over \$1,000,000 in tools and machinery that is used to maintain all of our police department vehicles as well as other town vehicles. We have added cameras to the fleet maintenance building but it is essential to also add the S2 systems on the doors of the facility to ensure further protection of our assets.

This project will cost approximately \$45,915.06 and tie into our existing infrastructure, the ultimate goal of this project is to increase our ability to monitor our fleet maintenance building to ensure the safety and protection of our valuable town assets.

The work to be performed:

- Installation and configuration of S2 Access Control system at Fleet Maintenance along 25th Place.

Respectfully

[REDACTED SIGNATURE]

D/S D. Schullo

Cicero Police Department
 Superintendent Thomas P. Boyle

Approved: [REDACTED]

Denied: 30 Aug/23

Date: _____



CITIZEN POLICE DEPARTMENT
SUPERINTENDENT THOMAS P. BOYLE
CITIZEN POLICE DEPARTMENT
CITIZEN POLICE DEPARTMENT



Approved: _____
Date: _____

The undersigned hereby certifies that the above information is true and correct to the best of his knowledge and belief.

Witness my hand and the seal of the Citizen Police Department at _____ this _____ day of _____ 19____.

Thomas P. Boyle
Superintendent

Citizens Police Department
Superintendent Thomas P. Boyle

Approved: _____

Date: _____



Current Technologies Corporation
 401 Eisenhower Lane South
 Lombard, IL 60148
 www.currenttech.net
 630.388.0240

Prepared For:

Cicero, Town of

Dominic Schullo
 4949 West Cermak Road
 Cicero, IL 60804-3435
 United States
 (708) 652-2130
 dschullo@thetownofcicero.com

Quote

CTCQ23873
 Quote Created: 8/8/2023
 Quote Expires: 9/7/2023
 By: Sboonstra
 Description:
 Cicero, Town of - Cicero Fleet Access Control, Burg Alarm,

*\$55 monthly alarm monitoring not included in price above - will be billed separate

Cut in (4) strikes on exterior man doors
 Cut in (1) strike on interior door
 Install new S2 panel for access control - configure and programming included
 Install new burglar alarm system, (2) keypads, (6) door contacts, (3) beam sensors for overhead doors, and (5) wall mounted motion detectors

- Included(+)
1. Installation of electric strikes
 2. Installation of wire and cable in a "free wire" environment
 3. Panel/device programming
 4. Installation of devices
 5. Customer training limited to 2 hours unless otherwise specified

- Excluded(-)
1. Installation of "J hooks"
 2. Lift Rental
 3. Installation of any electrical conduit, boxes and stubs

Configuration and installation of 1 M3116-LVE camera
 Configuration and installation of 1 Dell Precision 5820 Viewing PC

Assumptions:
 -Access to all areas needed
 -No Monitor/TV included

Line	Qty	Description	Unit Price	Ext. Price
1		S2 ACCESS CONTROL		
2	1	S2-NN-E2R-RM	\$3,556.96	\$3,556.96
3	1	S2-M1	\$1,615.19	\$1,615.19
4	4	HES5000 Strike	\$660.76	\$2,643.04
5	1	HES1006 Strike	\$713.92	\$713.92
6	6	Wireless Door Contact - DSC PG9945	\$248.10	\$1,488.60
7	3	Beams for overhead door	\$540.51	\$1,621.53
8	1	18/6, 18/2 Cable	\$408.86	\$408.86
9	1	Labor	\$22,000.00	\$22,000.00

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Line	Qty	Description	Unit Price	Ext. Price
10		BURGLAR ALARM SYSTEM		
11	1	XR150 Panel	\$2,405.06	\$2,405.06
12	2	7800 Series DMP Keypad	\$612.66	\$1,225.32
13	5	Wall Mount Motion Sensors	\$205.06	\$1,025.30
14	1	Labor	\$1,300.00	\$1,300.00
15		CAMERA & VIEWING PC		
16	1	AXIS M3116-LVE 4 Megapixel Indoor/Outdoor Network Camera - Color - Dome - 65.62 ft Infrared Night Vision - H.264, H.264 (MPEG-4 Part 10/AVC), H.264 BP, H.264 (MP), H.264 HP, H.265, H.265 (MPEG-H Part 2/HEVC), H.265 (MP), Motion JPEG - 2688 x 1512 - 2.40 mm Fixed Lens - RGB CMOS - Pole Mount, Ceiling Mount, Conduit Mount, Pendant Mount, Wall Mount, Gang Box Mount, Junction Box Mount, Lighting Track Mount, Corner Mount, Bracket Mount - IK08 - IP66, IP67 - Impact Resistant, Vandal Resistant	\$438.27	\$438.27
17	1	XProtect Corporate Device License (DL)	\$307.70	\$307.70
18	1	1 Year Care Plus for XProtect Corporate DL	\$56.19	\$56.19
19	1	Precision 5820 Tower XCTO Base Intel (R) Core (TM) i9-10900X 3.7GHz Windows 11 Pro, English AMD Radeon Pro W6600, 8GB, 4DP (Precision 7920T, 7820, 5820) 32GB, 4x8GB, DDR4 M.2 512GB PCIe NVMe Class 40 Solid State Drive 3.5" 2TB 7200rpm SATA AG-Enterprise Hard Drive Dell Limited Hardware Warranty Plus Service ProSupport: 7x24 Technical Support, 3 Years Dell Premier Multi-device Wireless Keyboard and Mouse	\$3,751.28	\$3,751.28
20	4	DisplayPort Male to HDMI Female Adapter	\$9.46	\$37.84
21	1	Labor	\$1,320.00	\$1,320.00
			SubTotal	\$45,915.06

This quote is subject to Current Technologies' Terms and Conditions located at <http://www.currenttech.net/terms>
Product and labor orders over \$10,000 require 50% payment up front, 50% due within 15 days of receipt or upon completion of project. Shipping/Handling & applicable sales tax are not included in this quote and will be invoiced. The following items require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support & Thermal Cameras.

To order, please sign and email to orders@currenttech.net or request an e-signature link from your salesperson

Agreed and Accepted by _____ Date _____ PO# _____

RESOLUTION

WHEREAS, the Cicero - Mexican Cultural Committee will hold their annual Mexican Independence Day Parade on Sunday, September 17th, 2023, at 12:00 P.M.; and

WHEREAS, the Cicero Board of Trustees voted to grant permission for the aforesaid activity on Tuesday, September 12th, 2023; and

WHEREAS, the parade participants will begin at 59th Court and proceed east on Cermak Road to 50th Avenue; and

WHEREAS, the Cicero Police Department will have officers controlling traffic on the scheduled route with special attention to major intersections.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Town of Cicero to grant permission for this annual event and extend to all participants in the Mexican Independence Day Parade, our best wishes for good weather and a most successful event.

Adopted this 12th day of September, 2023.

LARRY DOMINICK, TOWN PRESIDENT

MARIA PUNZO-ARIAS, TOWN CLERK

RESOLUTION

WHEREAS, J Sterling Morton High Schools will hold their annual Homecoming Parade on Saturday, September 30th, 2023, beginning at 10:00 a.m.; and

WHEREAS, The Cicero Board of Trustees voted to grant permission for the aforesaid activity on Tuesday, September 12th, 2023; and

WHEREAS, the parade participants, players and coaches will assemble at Morton East High School and proceed south on Austin Blvd to 26th Street west to Home Avenue to the Morton West Parking Lot; and

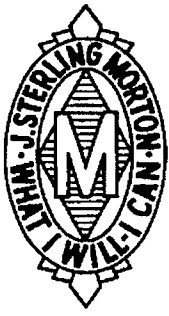
WHEREAS, the Cicero Police Department will have officers controlling traffic on the scheduled route with special attention to major intersections.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Town of Cicero to grant permission for this annual event and extend to all participants in the Homecoming Parade, our best wishes for good weather and a most successful football season.

Adopted this 12th day of September 2023.

LARRY DOMINICK, TOWN PRESIDENT

MARIA PUNZO-ARIAS, TOWN CLERK



J. Sterling Morton High Schools

Morton District Office, 5801 W Cermak Rd., Cicero, IL 60804

Business Office

PH: (708) 780-2116
FAX: (708) 780-2117

Maria Punzo-Arias
Town of Cicero
4949 W Cermak Rd.
Cicero, IL 60804

August 24, 2021

Dear Ms. Punzo-Arias:

I respectfully request a parade permit and necessary police escort for the Morton High School Homecoming Parade on Saturday, September 18, 2021. The parade will begin at Morton East High School approximately 10:00 a.m.

The parade route is as follows:

Depart Morton East and proceed South on Austin Blvd. to 26th Street,
West on 26th Street to Home Avenue,
North on Home Avenue to Morton West Parking Lot where it will end at Hoffman Stadium

I will request a certificate of insurance from our agent to show our liability coverage for the parade, and will forward this certificate to the City Clerk. All correspondence should be sent to my attention. If you have any questions please contact my office.

Sincerely,

Dennis Forst
Chief Financial Officer

CC: Cicero Fire Department
Cicero Police Department
J. Collins



TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708.656.3600

APPLICATION FOR A STREET CLOSURE FOR A SPECIAL EVENT

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

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

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

Date of application: 8/24/2021. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: J Sterling Morton H.S. / Dennis Forest
Homecoming / Joseph Collins (the "Sponsor")
- Address of each Sponsor: 5801 W. Cermak Rd.
CICERO, IL 60804
- Telephone number of each Sponsor: 708-780-2116
- Facsimile number of each Sponsor: 708-780-2117

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

- Name of the Agent: _____
- Address of the Agent: _____
- Telephone number of the Agent: _____
- Facsimile number of the Agent: _____

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: 9/18/2021
- The special event will start at 10:00 AM and end at 12:00 P.m.
- The block, intersection or portion of the street that the Sponsor is asking to close:
SOUTH ON AUSTIN BLVD FROM 2423 AUSTIN TO 26th ST.
WEST ON 26th ST. TO HOME AVE
- The estimated number of people who will attend the special event: 500-1000
- The purpose or a description of the special event: HOME COMING PARADE

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

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

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

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

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

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

- The special Town of Cicero services, if any, that the special event will require: POLICE + FIRE ESCORT

REQUIRED ATTACHMENTS:

- A fully executed Street Closure Agreement
- Security Plans

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

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

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



Signature of Sponsor

8/24/2021
Date



Printed Name of Sponsor

STREET CLOSURE AGREEMENT

THIS STREET CLOSURE AGREEMENT (the "Agreement") is entered into as of the 24 day of AUGUST, 2021, (the "Effective Date") by and between the Town of Cicero, an Illinois municipal corporation (the "Town"), and J. Sterling Morton H.S. (the "Sponsor"). (For convenience, the Town and the Sponsor may be referred to individually as a "Party" and collectively as the "Parties.")

R E C I T A L S

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 ensuring that there are safe and family-friendly activities for individuals residing in the Town; and

WHEREAS, the Sponsor has filed an application (the "Application") for approval of a Special Event, as defined in Section 82-38 of The Code of Ordinances of the Town of Cicero (the "Town Code"); and

WHEREAS, pursuant to Section 82-38 of the Town Code, the Sponsor is the Person (as defined in said section) who wishes to conduct the Special Event, described in the Application and herein, or in whose name the proposed Special Event will be held; and

WHEREAS, the Town has approved the Application, subject to the Parties' entry into this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The statements contained in the recitals to this Agreement are true and correct and are incorporated herein as if set forth in full.

2. Closure of Street(s) Associated with Special Event. Subject to the terms and conditions set forth in this Agreement, the Town agrees to close the streets, or portions thereof, identified in the Application (collectively, the "Street"), in furtherance of and during the Special Event.

3. Revocation of Approval and Termination of Agreement. The Town President or his or her designee may revoke the Town's approval of the Special Event, and may terminate this Agreement, at any time when, by reason of an emergency, disaster, calamity, disorder, riot; extreme traffic conditions; violation of Section 82-38 of the Town Code or any applicable law, statute, ordinance, code, rule, regulation, or order; deviation from and material information contained in the Application; breach of any term of this Agreement; or undue burden on public services, he or she determines that the health, safety, tranquility, morals, or welfare of the public or the safety of any property requires such revocation and termination. Notice of said revocation

shall be delivered in writing to the Sponsor by personal service, by certified mail or, if the Special Event has commenced, orally or in writing by personal contact, personal service, telephone or facsimile. Continuance of the Special Event after such notice has been delivered is unlawful.

4. Litter and Damage. During and after the close of the Special Event, the Sponsor shall provide for the collection and removal of all trash, garbage, refuse, debris and litter caused by or arising out of the Special Event. After the Special Event, the Sponsor shall remove all materials and equipment and clean the Street. If the Street or public property has been damaged as a result of the Special Event, the Sponsor shall repair and restore it to the condition it was in prior to the Special Event.

5. Personnel Costs. The Sponsor shall reimburse the Town for the cost of all Town personnel who are required by the Town to work overtime or additional hours or perform duties during or as a result of the Special Event. The Sponsor shall, at its option, post a bond or deposit with the Town a sum in an amount estimated by the Superintendent of Police or his or her designee to cover the costs to the Town. Within thirty (30) calendar days after the end of the Special Event, the Town shall calculate the actual costs owed to the Town under this Section, obtain such costs from the bond, if a bond was provided, or remit to the Sponsor any overpayment, if prepayment was made, and provide to the Sponsor an itemized statement of such costs. The requirements of this Section may be waived if the Sponsor is a government or an educational or charitable organization or if the Superintendent of Police, in his or her reasonable discretion, does not anticipate expending additional sums in connection with the Special Event.

6. Agent. The Sponsor shall have an authorized representative or agent present at all times during the Special Event who shall be responsible for ensuring compliance with all applicable laws, statutes, ordinances, codes, rules, regulations and orders and for accepting all notices of violations and closure orders.

7. Compliance with Laws. The Sponsor agrees to comply with all applicable laws, statutes, ordinances, codes, rules, regulations and orders. The Sponsor also agrees to obtain and comply or ensure that each vendor obtains and complies with the terms of all permits and licenses required in connection with the Special Event or the proposed activities associated therewith including, but not limited to, solicitations, the sale and delivery of food, alcoholic liquor, beverages and other merchandise and the use of candles, torches, fires and other combustibles. The Town is authorized to inspect the Special Event and may issue citations for any violation of the Town Code or any regulations pertaining to the operation of the Special Event.

8. Insurance. The Sponsor shall maintain, at its sole cost and expense, such insurance policies with such limits as deemed necessary by the Town, throughout the duration of the Special Event, which shall include the time required for the construction and removal of all materials and equipment provided for the Special Event until the Street has been cleared and restored to its normal condition. The Sponsor shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read: "ADDITIONAL INSURED: The Town of Cicero, its officials, trustees, executives,

employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability and umbrella coverages specified above." If at any time during the Special Event, any insurance policy required by this Section changes or is canceled, the Sponsor shall immediately notify the Town by telephone and in writing. Failure to maintain coverage as required by this Section or to notify the Town as described in this Section shall be grounds for revoking the Town's approval to hold a special event and for the Town's immediate termination of this Agreement.

9. Indemnification and Assumption of Risk. The Sponsor expressly assumes full risk and responsibility for the Sponsor's decision to hold, at his, her, or its own risk, the Special Event. To the fullest extent permitted by law, the Sponsor agrees to indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred, in whole or in part, in connection with or arising out of the Special Event or the condition, maintenance and use of the Street and any other public property used for the Special Event, or this Agreement.

10. Waiver and Release. The Sponsor expressly waives, releases, discharges and covenants not to sue, to the fullest extent permitted by law, the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party related to the Town (collectively, the "Released Parties") of, from and for any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), injuries, deaths, damages (whether actual or punitive), suits or judgments, whether in law or equity, known or unknown, liquidated or unliquidated, that may exist and could have been alleged as of the date of this Agreement, and which may be incurred in the future (collectively, the "Claims"), that occur or are alleged to have occurred, whether in whole or in part, in connection with or arising out of the Special Event, the condition, maintenance and use of the Street and any other public property used for the Special Event, or this Agreement.

11. The Street. IT IS UNDERSTOOD AND AGREED THAT THE TOWN IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE STREET OR ANY OTHER PUBLIC PROPERTY USED DURING THE SPECIAL EVENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, USAGE, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING

REGARDING THE STREET OR ANY OTHER PUBLIC PROPERTY USED DURING THE SPECIAL EVENT. THE SPONSOR ACKNOWLEDGES AND AGREES THAT IT SHALL USE THE STREET AND ANY OTHER PUBLIC PROPERTY USED DURING THE SPECIAL EVENT PURSUANT TO THIS AGREEMENT "AS IS, WHERE IS, WITH ALL FAULTS." THE TOWN IS NOT LIABLE FOR OR BOUND BY ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE STREET OR ANY OTHER PUBLIC PROPERTY USED DURING THE SPECIAL EVENT OR OR RELATING THERETO.

12. Failure to Enforce Not a Waiver. Failure of the Town to enforce any part of this Agreement is not a waiver of any right to enforce said part or any other part of this Agreement.

13. Town's Right of Access and Use. Notwithstanding anything to the contrary contained herein, the Town hereby retains the right, but no duty or obligation, to access the Street at any time for any reason whatsoever during the Term of this Agreement.

14. Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles.

15. No Assignment. This Agreement is personal in nature and the Sponsor shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement or the Application without the prior written consent of the Town. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto unless otherwise expressly provided herein.

16. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter herein. No representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. This Agreement cannot be modified or amended except by written instrument executed by both Parties.

17. Prevailing Party. In the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that the prevailing party shall be entitled to recover all costs, charges, expenses, and their reasonable attorneys' fees arising as a result thereof. "Prevailing Party" shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

18. Non-Waiver of Immunity. The Town, by entering into this Agreement, does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties.

20. Counterparts. This Agreement may be executed in counterparts, each of which is to be deemed an original, and which together constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mails shall have the same effect as an original signature.

21. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be unenforceable, such provision shall be of no force and effect, but the unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement.

22. Authority. Each Party represents to the other that is signatory, below, is fully vested and authorized by law to enter into this Agreement and bind its respective Party to all terms and conditions herein. The Sponsor further acknowledges that its signatory is able to read and speak English and has carefully read and understands this Agreement, or that said signatory has had this Agreement translated for him or her and fully understands the translation.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the later date set forth below, which shall be deemed the Effective Date.

TOWN OF CICERO,
an Illinois municipal corporation:

By: _____
Its: _____
Date: _____

ATTEST:

Clerk

(seal)

THE SPONSOR

By: Dennis Forst
Its: J. STERLING MORTON H.S.
Date: 8/24/2021

Exhibit A

The Application

RESOLUTION

WHEREAS, the Town of Cicero will hold the 54th Annual Houby Parade on Sunday, October 8th, 2023; and

WHEREAS, the parade participants will begin at 50th Avenue and proceed west on Cermak Road to 59th Court; and

WHEREAS, the Cicero Police Department will have officers controlling traffic on the scheduled route with special attention to major intersections.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Town of Cicero to grant permission for this annual event and extend to all participants in the Houby Parade, our best wishes for good weather and a most successful day.

Adopted this 12th day of September, 2023.

LARRY DOMINICK, TOWN PRESIDENT

MARIA PUNZO-ARIAS, TOWN CLERK



LARRY DOMINICK

Town President

TOWN OF CICERO

4949 WEST CERMAK • CICERO, ILLINOIS 60804

708.656.3600 • FAX 708.656.5801

Craig Pesek
Town Project Manager

President Dominick & Board of Trustees,

As you know the Town is currently planning on constructing a new park which would be all inclusive relative to different levels of both mental & physical abilities. As the project moves forward the project team released a Request for Proposals (RFP) for a Construction Manager (CM) or owner's representative to oversee the construction process.

As a result of this process there were 3 bidders as listed on the enclosed Bid Tabulation sheet. As a result of the bids as well as an in-person interview, the Project Team recommends approving CCS as the project's Construction Manager.

Please feel free to contact any of us with any questions that you might have.

Respectfully,

Craig Pesek, Vanessa Parish, & Tom Tomschin

Bid Tabulation Date: 07/31/2023 Time: 1PM Location: 4949 W. Cermak Road
 Attendance: Tom M. Tomschin, Jessica Fese, Michael Witte, James Fraghia

RFP: DOH-062623 Construction Management Services

<u>Name</u>	<u>Exhibits?</u>	<u>10 Copies</u>	<u>Digital</u>	<u>Park Experience</u>	<u>Licenses</u>	<u>WBE/MBE</u>	<u>Fee's Hourly</u>	<u>Cost Estimate</u>	<u>Est. Completion</u>
CHIN & Associates	Yes	Yes	Yes	Yes	Yes	Yes	\$145 - \$250	\$ 102,191.00	Sep-24
CCS	Yes	Yes	Yes	Yes	Yes	No	\$120 - \$200	\$ 99,060.00	Dec-24
Vision Construction	Yes	Yes	Yes	Yes	Yes	No	N/A	\$ 896,000.00	Nov-24



TOWN OF CICERO

PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE CONSTRUCTION OF NEW PARK

RFP No. DOH-062623



SUBMITTED BY:



CCS INTERNATIONAL, INC.

1815 S. MEYERS ROAD, SUITE 1070

OAKBROOK TERRACE, IL 60181

WWW.CCSDIFFERENCE.COM

JULY 31, 2023



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EXHIBIT C

(Non-Collusion Affidavit Form)

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This Non-Collusion Affidavit is made as of the 31st day of July, 2023 by Clive Bransby (the "Undersigned"), being the CEO of CCS International, Inc. (the "Applicant"), in connection with the submission by Applicant of a Proposal (the "Proposal") to the Town of Cicero (the "Town") pursuant to the Request for Proposals issued by the Town as RFP No. DOH-062623 (the "RFP"). The Undersigned states that he/she has personal knowledge of the matters contained herein, and has been authorized by the Applicant to make the statements contained herein.

The Undersigned, being first duly sworn, deposes and says that he/she is the CEO (sole owner, partner, president, secretary, etc.) of the Applicant; that the Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or a sham; that said Applicant has not directly or indirectly induced or solicited any other party to submit a false or sham proposal or bid in Proposal to the RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any party to put in a sham bid pursuant to the RFP, or that anyone should refrain from bidding pursuant to the RFP; that said Applicant has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the purchase price as stated in the Proposal or of any other bidder, or to fix any overhead, profit or cost element of such Proposal, or of that of any other bidder, or to secure any advantage against the Town or anyone interested in the RFP; that all statements contained in such Proposal are true and not misleading; and, further, that said Applicant has not, directly or indirectly, submitted its purchase price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with Applicant in its general business.

Signed: _____
Title: CEO

Subscribed and sworn to before me this 31st day of July, 2023.

Notary Public

(SEAL)



EXHIBIT D

(Non-Discrimination Questionnaire Form)

This Non-Discrimination Questionnaire is submitted as of the 31st day of July, 2023 by Clive Bransby (the "Undersigned"), being the CEO (sole owner, partner, president, secretary, etc.) of CCS International, Inc. (the "Applicant"), in connection with the submission by Applicant of a Proposal (the "Proposal") to the Town of Cicero (the "Town") pursuant to the Request for Proposals issued by the Town as RFP No. DOH- 062623 (the "RFP") for professional services required for the development of certain property within the Town as an inclusive park as more particularly described therein (the "Project"). The Undersigned states that he/she has personal knowledge of the matters contained herein, and has been authorized by the Applicant to complete this form with the information contained herein.

Complete All Items:

- | Does the Applicant: | Yes | No |
|---|----------------|----------------|
| A) Currently employ less than 25 persons, exclusive of the parents, spouse or children of the Applicant? | _____ | <u>X</u> _____ |
| B) Agree that, if awarded the contract for the Project, it will not during the performance of the contract discriminate against any employee or applicant for employment because of race, religion, age, orientation, sex or national origin? | <u>X</u> _____ | _____ |
| C) Agree that it will cooperate with the Town in adhering to all employment and labor laws, rules and regulations adopted by the Town? | <u>X</u> _____ | _____ |
| D) Agree that it will provide the Town with all relevant information or reports required by the Town? | <u>X</u> _____ | _____ |

Sincerely,

CCS International, Inc.

Name of Applicant

By:

Clive Bransby, CEO

EXHIBIT E

(Statement for Public Disclosure Form)

This Statement For Public Disclosure is submitted as of the 31st day of July, 20²³ by Clive Bransby (the "Undersigned"), being the CEO (sole owner, partner, president, secretary, etc.) of CCS International, Inc. (the "Applicant"), in connection with the submission by Applicant of a Proposal (the "Proposal") to the Town of Cicero (the "Town") pursuant to the Request for Proposals issued by the Town as RFP No. DOH- 062623 (the "RFP") for professional services required for the development of certain property within the Town as an inclusive park as more particularly described therein (the "Project"). The Undersigned states that he/she has personal knowledge of the matters contained herein, and has been authorized by the Applicant to complete this form with the information contained herein.

A. APPLICANT INFORMATION:

1. Name of Applicant: CCS International, Inc.
2. Address of Applicant: 1815 S. Meyers Road, Ste. 1070, Oakbrook Terrace, IL 60181
3. If the Applicant is not an individual doing business under his own name, or if the Applicant is a legal entity or is an entity doing business under an assumed or fictitious name, the Applicant has the status indicated below and is organized or operating under the laws of the state of Illinois:

a corporation with legal name of CCS International, Inc. and, if applicable, assumed name of _____.

_____ a limited liability company with legal name _____ and, if applicable, assumed name of _____.

_____ a partnership or joint venture with legal name of _____ and, if applicable, assumed name of _____.

_____ Other (explain) _____.

4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of any member of the Applicant as follows:
 - a. If the Applicant is a corporation, the officers, directors or trustees, and each stockholder owning more than five percent (5%) of any class of stock.

- b. If the Applicant is a limited liability company, each member owning a five percent (5%) (or greater) interest and each manager if not managed by the members.
- c. If the Applicant is a partnership or joint venture, each partner or participant and either the percentage interest owned by each such party or a description of the character and extent of interest.

<u>Name</u>	<u>Address</u>	<u>Percent Owned/Extent of Interest</u>
Ian Parr	1815 S. Meyers Rd., Ste. 1070 Oakbrook Terrace, IL 60181	86.71%
Clive Bransby	1815 S. Meyers Rd., Ste. 1070 Oakbrook Terrace, IL 60181	12.38%

Sincerely,

CCS International, Inc.

Name of Applicant

By: _____

Clive Bransby, CEO

EXHIBIT F

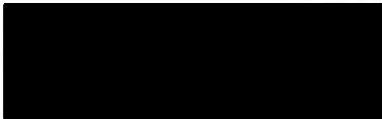
(Statement of Proposals and Financial Responsibility Form)

This Statement of Proposals and Financial Responsibility is submitted as of the 31st day of July, 2023 by Clive Bransby (the "Undersigned"), being the CEO (sole owner, partner, president, secretary, etc.) of CCS International, Inc. (the "Applicant"), in connection with the submission by Applicant of a Proposal (the "Proposal") to the Town of Cicero (the "Town") pursuant to the Request for Proposals issued by the Town as RFP No. DOH-062623 (the "RFP") for professional services required for the development of certain property within the Town as an inclusive park as more particularly described therein (the "Project"). The Undersigned states that he/she has personal knowledge of the matters contained herein, and has been authorized by the Applicant to complete this form with the information contained herein.

1. Name of Applicant: CCS International, Inc.

Address of Applicant: 1815 S. Meyers Road, Ste. 1070
Oakbrook Terrace, IL 60181

Affirmed by:



Clive Bransby, CEO

2. Undertakings, comparable to the Project, which have been completed by the Applicant or any of the principals of Applicant, including identification and brief description of each such project and date of completion. See Project Experience , Tab 10

3. Brief statement regarding experience, financial capacity, and other resources available to the Applicant for the performance of the professional services and work involved in the Project, specifying particularly the Proposals of the personnel and the general experience of the individual who will be the main point of contact for the Project.

See Firm Overview at the end of this section

4. Provide copies of resumes or CV's of any and all team members who will work with the Town on the Project, if awarded to the Applicant. See Resumes, Tab 11



Firm Overview

Founded in 1979, CCS International, Inc. has been providing owner representation services since 1985. CCS has built a solid reputation for delivering project successes and desired outcomes on time and on-budget. The firm is certified as a Minority Business Enterprise (MBE) in the City of Chicago and State of Illinois.

Headquartered in DuPage County in Oakbrook Terrace, CCS is local. We have experience working with municipalities and Parks on several projects, which are featured in the following Section 4b of our qualifications.

Our company has a team of over 40 professionals, consisting of architects, engineers, project managers, cost managers, estimators, commissioning and LEED sustainability agents and schedulers. Utilizing proven processes and procedures, we bring clear direction, coordination, monitoring, and leadership to each project we manage.

CCS provides owners and industry professionals with detailed, objective information that informs decisions, represents the scope, complexity and quality anticipated for their projects.

LEADERS IN MUNICIPAL OWNER'S REPRESENTATIVE SERVICES

As Owner's Representatives, CCS has spent over 40 years representing public sector clients. The vast majority of this experience has been for owners throughout the Chicagoland area including the Town of Cicero/School District 99, Forest Preserve Districts of DuPage and Cook Counties, and the Antioch Township for Thelen Park.

Importantly, CCS is currently working as an Owner Representative for Cicero School District 99 and has completed new park/playgrounds at Goodwin and Roosevelt schools. CCS is currently working on a project similar in scale - the new Thelen Park in Antioch IL; including recreational courts, obstacle course for developmentally challenged, comfort room with concessions, new roads, amphitheater, sledding hill, etc. We are experienced in applications for and obtaining Grants.

OUR ROLE AS AN OWNER'S REPRESENTATIVE

Collaborating / Partnering / Teamwork / Communication

We believe teamwork and good communication are cornerstones of successful projects and that the following fundamentals apply:

- Establishment of realistic, well-balanced goals
- Recognition of the common interests of all stakeholders and participants
- A clear statement of project goals
- Regular collaborative reviews throughout the project to sustain project goals
- Commitment and accountability to the project and all other participants
- Clear leadership so that project motion is maintained.



Our firm's specialty is to provide objective owner representation services over the entire course of a project. That's what we do. At our core, we are team players, project managers, collaborators, and facilitators; but also, leaders of the process, committed to moving projects forward.

- As your **representative**, we are your eyes and ears and free you from the day-to-day involvement
- As your **project manager**, we manage the information and communication throughout the projects and keep you informed of project status
- As your **team leader**, we establish project objectives and goals for cost, schedule, quality and risk and hold your architect and contractor accountable to achieving those goals
- As your **cost manager**, we provide total project budget development and fiscal control throughout the project
- CCS has **strong fiscal controls** and is one of the largest estimating companies in the Midwest. Access to current cost data will be a factor in maintaining control and completing within budget.
- CCS has a leading **reputation** as an Owner Representative Program Manager.
- As an **expert**, we inform decisions and provide you with peace of mind.

Coordination and Organization

CCS will coordinate and monitor the work to be performed by the design team and the builder by maintaining regular communication and meetings. CCS will establish and implement procedures for maintaining coordination with the Town of Cicero and Department of Housing project team, builder and outside agencies having jurisdiction with respect to all aspects of the project.

As an Owner's Representative, we are fully aware that good communication is essential with the FPDDC as well as the project team. CCS is the oil that keeps the engine running smoothly.

CCS will facilitate the necessary coordination of events to complete the project. Coordination of drawing content reviews with the design team but ensuring coordination of the team's efforts is our responsibility. We will establish decision-making procedures and have a proactive team approach to problem solving.

CCS recognizes that each team member has an expertise, and it is our responsibility to maximize the use of that expertise to produce the best result for the Town of Cicero.



FINANCIAL CAPACITY

CCS has been in business since 1979. With a strong financial position and credit profile, our broad-based practice spreads across multiple industries providing stability to the firm.

SERVICE OFFERING

- Project Management Services
- Owner's Representative
- Project Management
- Program Management
- Development Management
- Cost Management
- Initial Project Definition
- Delivery Method Evaluation
- Procurement
- Contract Negotiation
- Total Budget Development and Control
- Scope Management
- Project Scheduling
- Construction Claims/ Change Orders
- Litigation Support
- Property Condition Assessment
- Extension of Staff (Temporary Staff)
- Market Surveys
- Project Control Support

PROJECT STAFFING

The CCS team will be led by **Graham Harwood as Project Executive**, who will oversee and work closely with **Marc Rogers, Project Manager**, and **Gabriel Alvarez, Assistant Project Manager**. Mr. Harwood is a Principal of CCS and has extensive experience working as an Owner Representative. With over 40 years of experience his leadership and style will check all the boxes to support the Town of Cicero as your Executive liaison to the project; passionate about your vision, construction, ethics, safety and the overall delivery of the successful outcome. Graham will direct all activities from design and construction through the close-out of the project. Because of his experience, he will assume careful planning, communications, stakeholder engagement, reporting and management responsibilities during the project.

EXHIBIT G
(Certification Form)

This Certification is made as of the 31st day of July, 20²³ by Clive Bransby (the “**Undersigned**”), being the CEO (sole owner, partner, president, secretary, etc.) of CCS International, Inc. (the “**Applicant**”), in connection with the submission by Applicant of a Proposal (the “**Proposal**”) to the Town of Cicero (the “**Town**”) pursuant to the Request for Proposals issued by the Town as RFP No. DOH- 062623 (the “**RFP**”) for professional services required for the development of certain property within the Town as an inclusive park as more particularly described therein (the “**Project**”). The Undersigned states that he/she has been authorized by the Applicant to make this Certification, and that the Applicant acknowledges that the Town will be relying on this Certification.

The undersigned hereby certifies and declares that he/she has carefully read and acknowledges each and every part of the Proposal, including each of the completed forms submitted as part of the Proposal, including the Non-Collusion Affidavit, the Non-Discrimination Questionnaire, the Statement for Public Disclosure, the Statement of Proposals and Financial Responsibility; that to the best of my knowledge and belief all statements contained in the Proposal and any attachments to the Proposal or any accompanying forms are true and accurate and not otherwise misleading and do not fail to include any information that would be relevant to a fair determination by the Town of the Applicant’s ability to undertake the Project; and that all of said forms and the Proposal itself have been duly signed by authorized representatives of the Applicant.

Dated: July 31, 2023

By: 

Name: Clive Bransby, CEO
CCS International, Inc.



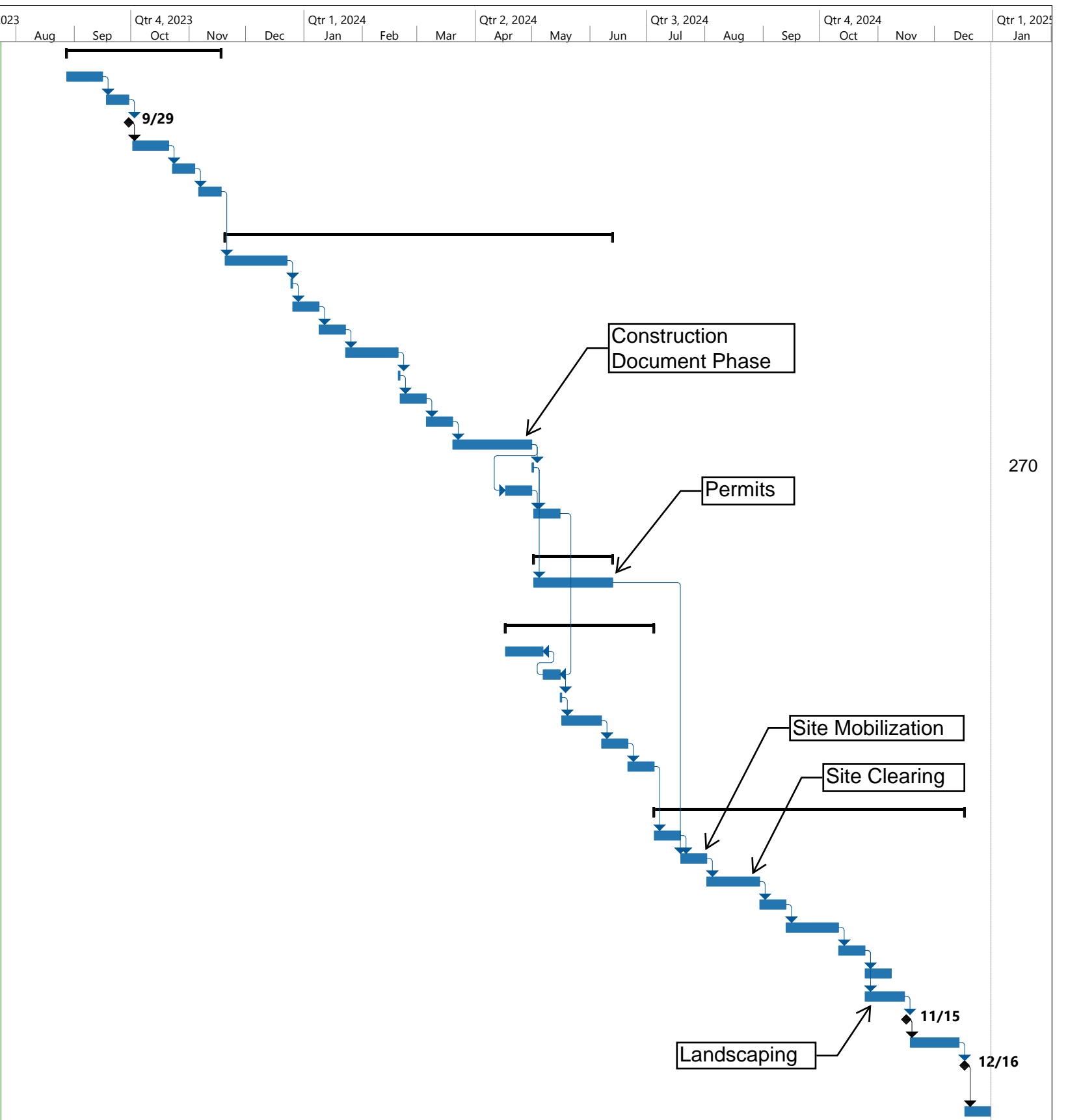
PRELIMINARY PROJECT MILESTONE SCHEDULE

We have constructed the following draft master schedule assuming several factors:

1. Design Team is not yet selected.
2. Design has not commenced and will be accompanied with an estimate at Concept and Design development phases.
3. Permitting for all bodies is anticipated to take six weeks and is currently not on the critical path due to overlap with contractor selection, however if this takes longer it may be on the critical path.
4. We have based the time periods utilizing our experience on a similar project (Thelen Park, Antioch) which is currently underway.
5. Contractor selection will take 12 weeks and overlaps with design. The construction delivery method is unknown, and the method selected will influence the time needed for this task.
6. Construction period will be 23 weeks and is anticipated to commence in Summer 2024 and substantial completion is anticipated to be mid-November 2026.
7. We have based our fee calculations on this draft master schedule.
8. This draft master schedule has been compiled with minimum details provided and will potentially vary as further details are forthcoming.
9. Phase 1 ESA will be required and it is assumed that this has been completed.
10. No environmental issues have been considered in this schedule. These issues, if any, will have to be verified during the schematic design period.
11. Highlights of milestone dates:

	Start	Complete	Period
Design Team Selection	8/28/23	11/17/23	12 weeks
Design Phase	11/20/23	6/12/26	30 weeks
Contractor Selection Phase	4/17/26	7/4/26	12 weeks
Construction Phase	7/5/26	11/15/24	23 weeks

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 3, 2023		Qtr 4, 2023		Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1		Design Team Selection	60 days	Mon 8/28/23	Fri 11/17/23																	
2		RFP Development for Design Services	15 days	Mon 8/28/23	Fri 9/15/23																	
3		RFP Client Review & Approval	10 days	Mon 9/18/23	Fri 9/29/23																	
4		RFP Issue	0 days	Fri 9/29/23	Fri 9/29/23																	
5		Response Period	15 days	Mon 10/2/23	Fri 10/20/23																	
6		Design Team Selection Review & Recommendation	10 days	Mon 10/23/23	Fri 11/3/23																	
7		Board Approval & Contract Execution (Design Team)	10 days	Mon 11/6/23	Fri 11/17/23																	
8																						
9		Design	148 days	Mon 11/20/23	Wed 6/12/24																	
10		Schematic Design (SD) Phase	25 days	Mon 11/20/23	Fri 12/22/23																	
11		Schematic Design (SD) Submission	1 day	Mon 12/25/23	Mon 12/25/23																	
12		SD Cost Estimate	10 days	Tue 12/26/23	Mon 1/8/24																	
13		SD Client Review & Approval	10 days	Tue 1/9/24	Mon 1/22/24																	
14		Design Development (DD) Phase	20 days	Tue 1/23/24	Mon 2/19/24																	
15		Design Development (DD) Submission	1 day	Tue 2/20/24	Tue 2/20/24																	
16		DD Cost Estimate	10 days	Wed 2/21/24	Tue 3/5/24																	
17		DD Client Review & Approval	10 days	Wed 3/6/24	Tue 3/19/24																	
18		Construction Documents (CD) Phase	30 days	Wed 3/20/24	Tue 4/30/24																	
19		Construction Documents (CD) Submission	1 day	Wed 5/1/24	Wed 5/1/24																	
20		CD Cost Estimate (90%)	10 days	Wed 4/17/24	Tue 4/30/24																	
21		CD Client Review & Approval	10 days	Thu 5/2/24	Wed 5/15/24																	
22																						
23		Permitting	30 days	Thu 5/2/24	Wed 6/12/24																	
24		Permits - Submit & Approval	30 days	Thu 5/2/24	Wed 6/12/24																	
25																						
26		Contractor Selection	57 days	Wed 4/17/24	Thu 7/4/24																	
27		RFP Development	14 days	Wed 4/17/24	Tue 5/7/24																	
28		RFP Client Review & Approval	7 days	Tue 5/7/24	Wed 5/15/24																	
29		RFP Issue	1 day	Thu 5/16/24	Thu 5/16/24																	
30		Bidding Period	15 days	Fri 5/17/24	Thu 6/6/24																	
31		Contractor Selection Review & Recommendation	10 days	Fri 6/7/24	Thu 6/20/24																	
32		Board Approval & Contract Execution (Contractor)	10 days	Fri 6/21/24	Thu 7/4/24																	
33																						
34		Construction	117 days	Fri 7/5/24	Mon 12/16/24																	
35		Pre-Construction	10 days	Fri 7/5/24	Thu 7/18/24																	
36		Site Mobilization	10 days	Fri 7/19/24	Thu 8/1/24																	
37		Site Clearing	20 days	Fri 8/2/24	Thu 8/29/24																	
38		Utilities	10 days	Fri 8/30/24	Thu 9/12/24																	
39		Earthwork	20 days	Fri 9/13/24	Thu 10/10/24																	
40		Driveways / Parking Lot	10 days	Fri 10/11/24	Thu 10/24/24																	
41		Site Furnishing (Playground / Furniture)	10 days	Fri 10/25/24	Thu 11/7/24																	
42		Landscaping	15 days	Fri 10/25/24	Thu 11/14/24																	
43		Substantial Completion	1 day	Fri 11/15/24	Fri 11/15/24																	
44		Punchlist	20 days	Mon 11/18/24	Fri 12/13/24																	
45		Final Completion	1 day	Mon 12/16/24	Mon 12/16/24																	
46																						
47		Project Close-Out	10 days	Tue 12/17/24	Mon 12/30/24																	





Client References

<p>Tom Shaughnessy, Township Supervisor Antioch Township 1625 N. Deep Lake Rd., Lake Villa, IL 60046 (847) 395-3378 tshaughnessy@antiochtownshipil.gov</p>	
	<p>Andrea Hoyt Former Director of Planning, FPDDC Current contact info: Land Planning and Design, LLC 215 N. West Street, Wheaton, IL 60187 (630) 370-0005 ahoyt59@gmail.com</p>
<p>Brian Cunningham, Chief of Police Village of Woodridge One Plaza Drive, Woodridge, IL 60517 (630) 675-2728 bcunningham@vil.woodridge.il.us</p>	
	<p>Tatiana Weinstein, Library Director Lisle Library District 777 Front Street, Lisle, IL 60532 (630) 971-1675 tatiana@lislelibrary.org</p>
<p>Mr. Mike Dzugan, Assistant City Manager City of Wheaton 225 N. Cross Street, Wheaton, IL 60187 (630) 668-1374 mdzugan@wheaton.il.us</p>	

July 31, 2023

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

Subject: Proposal for Construction Management Services related to Construction of a New Park, RFP No. DOH-062623

Dear Mr. Tomschin,

Thank you for the opportunity to submit our proposal for Construction Management Services to the Town of Cicero for this Project consisting of the construction of a new park facility including an inclusive playground, driveways and parking lot, landscaping, lighting, fencing, walkways, and sidewalk.

The services outlined in your Request for Proposal (RFP) are all included in CCS' service offering and the enclosed materials respond directly to the submittal requirements. Outlined throughout our submittal are reasons why our team is uniquely able to serve your needs; specifically:

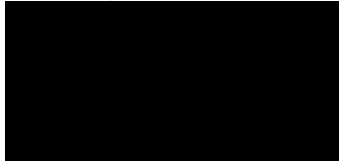
- **CCS is local**, based in Oakbrook Terrace, Illinois
- **CCS is currently working as an Owner Representative for Cicero School District 99**
- **CCS is experienced with Parks, similar in scale; currently working on the New Thelan Park in Antioch IL.**
- **CCS recently completed park playgrounds in Cicero at Roosevelt and Goodwin schools**
- **CCS brings a local multi-disciplinary team of experts**, including project managers, construction managers, architects, cost managers, etc. ready to deal with all potential issues
- **We are a boutique company that takes on the values of our clients.** We will dedicate ourselves to become a long-term trusted advisor, serving the needs and goals of the Town of Cicero
- **CCS' unique strength over the last 45+ years has been in fiscal controls and value creation.** Our projects have not only been delivered on or under budget but delivered on a timely basis with full quality and scope intact
- **Clear and effective communication** is inherent in CCS' culture
- **We are experienced in applications for and obtaining Grants**
- **CCS acts as an extension of your staff to inform decisions and engage all disciplines to perform at their highest levels.**

1815 South Meyers Road
Suite 1070
Oakbrook Terrace, IL 60181
630.678.0808
www.CCSdifference.com



Should you have any questions regarding our qualifications, feel free to contact me directly at (630) 774-4374 or via email, gharwood@CCSdifference.com. On behalf of the CCS team, we are grateful for your consideration and look forward to the opportunity to work with the Town of Cicero on this exciting opportunity.

Sincerely,



Graham Harwood
Principal
CCS INTERNATIONAL, INC.



Licenses and Certifications

Following is CCS' Business License along with relevant certifications for key personnel.

Business License



CITY OF OAKBROOK TERRACE

17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181
630-941-8300 FAX 630-617-0036

Ward 1
Alderman Charlie Barbari
Alderman Joseph Beckwith

Ward 2
Alderman Frank J. Vlach
Alderman Dennis Greco

Ward 3
Alderman Mary Fitzgerald
Alderman Robert Rada

EFFECTIVE DATE: 5/1/2022 12:00:00 AM

EXPIRATION DATE: 4/30/2023 12:00:00 AM

LICENSE NUMBER:
00061

BUSINESS NAME: CCS International, Inc. (CCS)

LOCATED AT: 1815 S Meyers Road, Suite 1070

Licenses subject to provisions of all Ordinances now in effect and that may hereinafter be passed by the
City of Oakbrook Terrace




MAYOR



CITY CLERK



Cut on Dotted Line 

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 3831761



American Society of Professional Estimators

This is to certify that

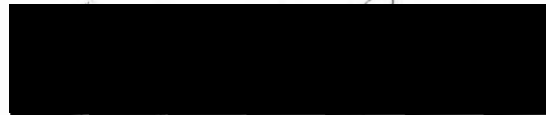
Robert Svoboda, CPE

Having given satisfactory evidence of the necessary qualifications as required by the Certifying Body of the American Society of Professional Estimators has achieved the highest level of recognition as a

Certified Professional Estimator

In the Discipline of

1.4 General Construction



David Battle, FCPE
Certification Committee Chairman



Chris Morton, FCPE
ASPE National President



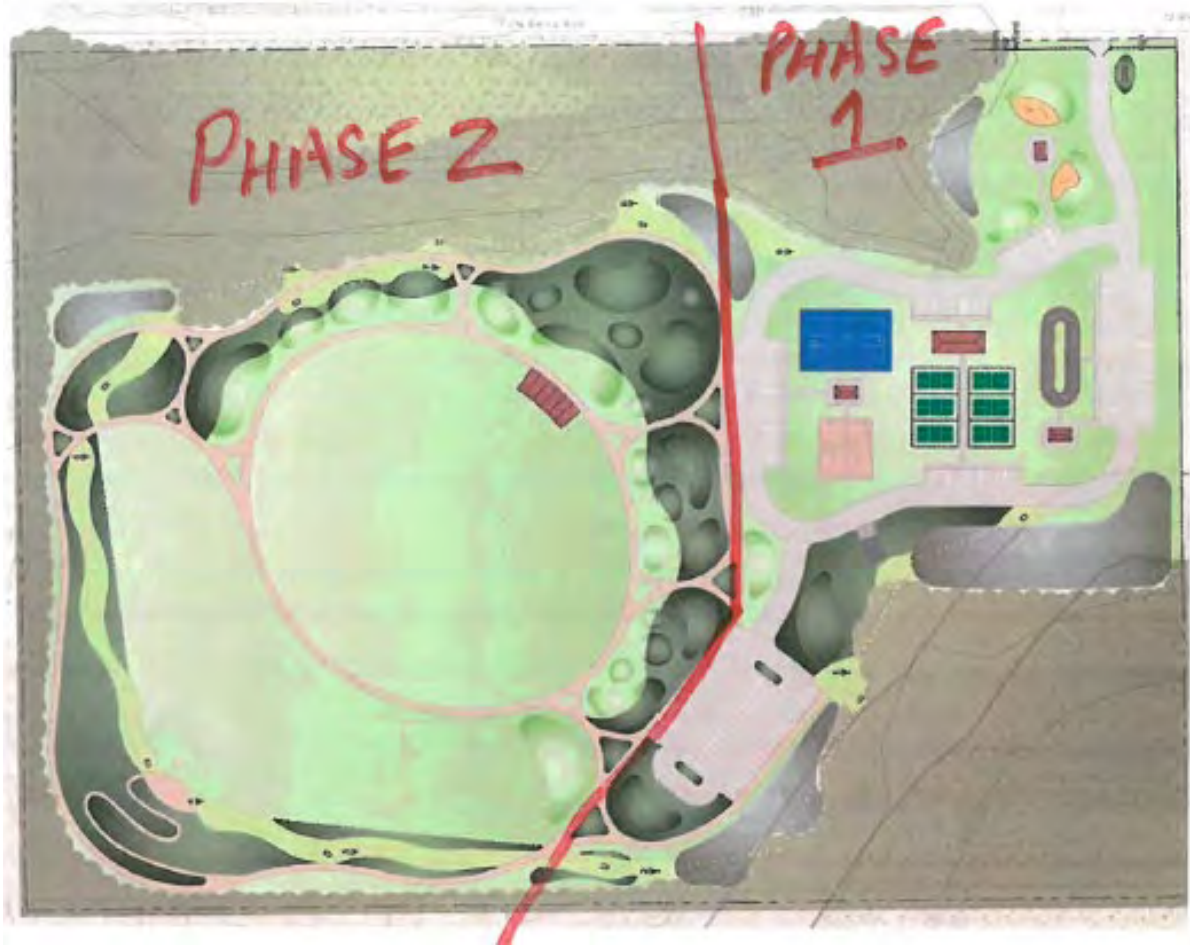
CPE Number 1.4-000580-1008
CPE Original Issued 8 October 2008
Cycle End Date 12/31/2023



Projects of Similar Size and Nature

CCS has been involved in over 475 municipal projects of all types and sizes nationwide with a total estimated construction value in excess of \$5.5 Billion. Clients have included the Cicero School District 99, Wheaton Township, Navy Pier, Forest Preserve District of DuPage County, Forest Preserve District of Cook County, Lake County Forest Preserves, Antioch Township and the Chicago Park District.

Following is a small sample of CCS' relevant experience. Additional information is available upon request.



Antioch Township Thelen Park

Antioch, IL *(current assignment)*

Owner Representation for Antioch Township in the completion of a two-phase park development on a 30-acre parcel of land for recreational use.

Phase 1 has currently completed design and bidding and will be completed before Phase 2 is started. Phase 1 includes:

- Driveway and parking lots
- Curbs
- ADA compliant walkways
- ADA compliant sidewalks
- Lighting
- Landscaping
- Accessible Restroom
- Playground with equipment
- Concession building
- Maintenance garage building
- Shelters
- Basketball and Pickleball courts
- Obstacle course



Cicero School District 99

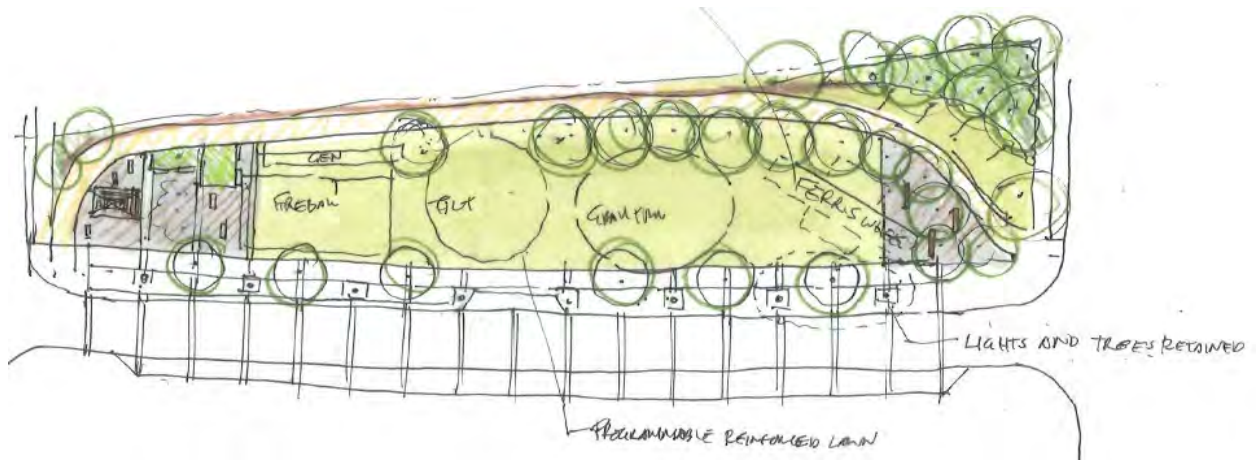
Cicero, IL *(current assignment)*

Owner Representation to provide professional and technical executive oversight in the planning, design, and construction of new schools, large scale facility renovations, capital improvements projects, and other projects undertaken by the District.

The first project under this assignment involves analysis of multiple capital project options at the existing Burnham Elementary School. Work involves confirming the viability of saving the existing structure and balancing project scope, costs, and schedule. Options include:

- Option 1: Environmental remediation and full renovation of the building (81,722 SF)
- Option 2: Tear down the existing building and replace with a new building (68,697 SF)

A phased approach to the cost estimating and project definition process was implemented in an effort to provide best value to the District.



Wheaton Downtown Streetscape Wheaton, IL

Owner representative services related to Phase 1 of implementing construction of the public infrastructure elements identified in the Wheaton Downtown Strategic and Streetscape Plan.

The Plan outlines a vision for the next twenty years to elevate Downtown Wheaton as a destination district in the western portion of the Chicago region by pursuing several civic improvements and regulatory changes designed to increase the capture rate of retail, office, and residential land uses in the Downtown area.

CCS provided services for the selection of a design consultant related to the RFQ process, RFP and selection process, conceptual design agreement development and process, and cost estimating.



Navy Pier, Pierscape Project Chicago, IL

Cost management services for the complete revisioning of all exterior public spaces at Chicago's Navy Pier to expand the Pier's audience, enrich the experience of its visitors, and make it a truly world-class destination. The Pierscape includes Gateway Park, Crystal Garden, Pier Park, East End Park, and the South Dock. All aspects of the Pierscape were examined, including landscaping, hardscape, urban design, communication and graphic design, and lighting.

The Pierscape project is one component of *The Centennial Vision*, a framework for reimagining Navy Pier as it approached its centennial in 2016. Goals for key elements of Navy Pier were as follows:

Gateway Park: As the first part of the Pier that visitors experience, the 12-acre Gateway Park should be a vibrant, cohesive "front yard" with minimal conflict between pedestrians and vehicles. Design addressed aspects of the physical connections to the city, including the bike path and sidewalks.

Pier Park: This area is the heart of the Pier and home to the Ferris wheel and other popular attractions. The main staircase and ramp system should be replaced by circulation elements on both the east and west ends of the park.

East End Park: Surrounded by the historic Grand Ballroom and Lake Michigan, proposed design of East End Park will provide for the fundamental transition of this space from plaza to park with great unobstructed views.

South Dock: The South Dock is the main outdoor pedestrian promenade, and the new design will include the addition of landscape elements and enhance the clarity of the circulation along the Pier. Urban design components like benches, signage, and planters must work with kiosks, outdoor dining areas, and the commercial activities on the South Dock.



Additional Project Experience

Forest Preserve District of DuPage County



Danada House – Wheaton, IL

6,750 SF addition to a 1930s country mansion on the grounds of the Danada Forest Preserve that is a popular site for weddings and other catered functions.



Danada Solar Energy and Lighting Project – Wheaton, IL

Design of a 20+kwatt solar array on grid to supply power to an existing 1,500 SF 1-story office building for the Forest Preserve District of DuPage County.



District Wide Shelters – Wheaton, IL

New restroom buildings and picnic shelters for four forest preserves (Hidden Lake, Spring Creek Reservoir, Springbrook Prairie, and Herrick Lake). Work included foundations, masonry exterior walls, and coordination of all incoming utilities.



FPDDC Headquarters Building - Wheaton, IL

44,336 SF new administration building located within the Danada Forest Preserve. Amenities include five conference rooms, a boardroom capable of seating 80 people, 29 offices, 83 workstations, a lobby, library, records storage, cafeteria and two terraces.



Fullersburg Woods Visitor's Center – Wheaton, IL

New nature trail with restroom facilities.



Hidden Lake Recreational Improvements – Wheaton, IL

Trail improvements for erosion as well as site work to existing parking lot.



Mayslake Peabody Mansion – Oak Brook, IL

Code compliance and life safety upgrades to existing historic 33,300 SF mansion, on the National Register of Historic Places. Designed in 1919, the 39-room, Tudor-revival mansion is now available for tours, lectures, art exhibits, meetings, conferences, seminars, and social gatherings.



Forest Preserve District of DuPage County (continued)



Mayslake Retreat Building – Oak Brook, IL

44,000 SF renovation of four-story retreat building including sleeping rooms, church, code and life safety compliance, maintenance and function service.



McDowell Trail Improvements – Wheaton, IL

New trails and bridge construction to extend existing trails. The trail will follow the footprint of some existing trails, minimize tree removal and allow connection to local community trails.



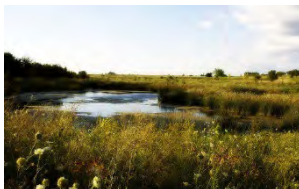
Oldfield Oaks Forest Preserve Trail Improvements – Darien, IL

New nature trails and trail improvements.



**Spring Creek Reservoir Forest Preserve - Trail Improvements
Bloomingdale, IL**

New asphalt trail around an existing lake and construction of a new parking lot including all necessary excavation work to adapt existing ground to new levels to accommodate this extension.



**Springbrook Prairie Forest Preserve - Trail Improvements
Naperville, IL**

Improvements included an 8.5 mile perimeter loop trail system composed of 1.3 miles of 12-ft. wide limestone trail, 4.8 miles of 10-ft. wide limestone trail, 2.1 miles of mowed trail, an asphalt trail, bridges and a boardwalk.



Timber Ridge Visitors Center – Winfield, IL

2,410 SF new visitor center for the 1,100 acre Timber Ridge Forest Preserve. The center serves as an entrance to the historic Kline Creek Farm and sponsors educational activities on the agrarian history of Illinois and also displays exhibits and artifacts from Illinois farming history.



Lake County Forest Preserves



Discovery Museum – Libertyville, IL

Fit-out of an existing 63,565 SF, 2-story office building to accommodate the relocation of the Lake County Discovery Museum from its current location in Wauconda to the Lake County Forest Preserves Winchester Road location in Libertyville. The new location will allow for twice the exhibit space of the current building and a more controlled environment to store collections and display more artifacts and special exhibits.



Energy Audit Feasibility – Libertyville, IL

Order of Magnitude of building costs associated with proposed energy efficiency improvements for the Lake County Forest Preservers Headquarters Building.

Forest Preserve District of Cook County



Chicago Botanic Garden – Glencoe, IL

Concept estimate for various improvements at the 30-acre development including a new parking structure and an addition to the existing Welcome Center.



Chicago Botanic Garden - Regenstein Center – Glencoe, IL

Complete renovation of the 104,000 SF Education Building. The renovated facility houses state-of-the-art classrooms, botany labs, design labs, lecture halls, auditoriums, art galleries, office space and a public library. Project also included new plaza deck fountains and a newly constructed 12,000 SF basement installed under the existing structure.



Master Plan for Camp Program and Facilities – Various locations

Strategic programming and conceptual plan that will be used as a resource for future camp development and redevelopment activities throughout the District. The plan addresses potential construction of camp-related buildings (cabins, lodges, bunkhouses, support buildings) and additional site infrastructure (site utilities, roads, trails, rope courses).

Forest Preserve District of Will County



Sugar Creek Administration Center – Joliet, IL

20,461 SF new facility for the Forest Preserve District of Will County.



Project Organization and Key Personnel

The following Organizational Chart represents the roles for which CCS will provide throughout the project process.





Graham Harwood
Principal

Project Role: Project Executive

Mr. Harwood is a Principal of CCS International, Inc. As the firm's Project Management Director, he is responsible for coordinating our project management team's activities, implementation of our processes and for overall service quality. Mr. Harwood also monitors all CCS projects to review the performance of all project team members to ensure that our client's project objectives are being met.

Prior to joining CCS, he was Vice President of Construction Management Services at a national construction firm. A skilled communicator and problem solver, Mr. Harwood's involvement includes all aspects of pre-construction project development, construction phase administration, project controls, and on-site project supervision.

Mr. Harwood has a track record of delivering project on schedule and under budget with extensive project teamwork. He will approach projects proactively and review solutions creatively with all parties; anticipating problems before they become critical whenever possible.



Experience

23 years with firm

49 years in industry

Education

Leeds Polytechnic, Higher National Diploma in Building

ARICS (Chartered Surveyor)

MCIQB (Chartered Builder)

ACI Arb (Chartered Arbitrator)

Select Project Experience

- Cicero School District 99 – Cicero, IL
Owner Representation to provide professional and technical oversight in the planning, design, and construction of new schools, large scale facility renovations, capital improvements projects, and other projects undertaken by the District. Services include the oversight of the performance of A/Es, construction managers, and contractors for the Board.
- Thelen Park – Antioch, IL
Owner Representation for the development of a 30-acre parcel of land for recreational use. The new handicap accessible park will feature a performing Arts stage / amphitheater (lawn); basketball and pickleball courts; obstacle course; birdwatching area; sledding hill; walking / hiking trail; restrooms; concessions; and a storage barn.
- Forest Preserve District of DuPage County
Owner Representation for a variety of improvement projects throughout the County. Work included new picnic shelters, new restroom buildings, trail improvements, and a new 44,300 SF Headquarters Building.





Marc Rogers, AIA
Project Manager

Project Role: Project Manager

Mr. Rogers is a Project Manager for CCS International, Inc. He is responsible for managing projects from project inception to close-out focusing on maintaining alignment with defined project goals while identifying and managing risk issues. Mr. Rogers has extensive experience working proactively with both clients and team members to ensure that projects are completed on time and within budget.

Through effective communication, he fosters a team environment while managing and constructively challenging design teams and contractors. He works hands on with project teams and clients to find solutions in a manner that facilitates team consensus and maintains momentum. As a licensed architect he has the experience and knowledge to provide “on-site” solutions as they are required to progress the work.

Mr. Rogers’ critical eye and attention to detail maintains high quality standards demanded by clients. His background in architecture and engineering proves beneficial in finding workable solutions and as an Owner’s representative, he never forgets that the Owner’s goals are his priority.



Experience

9 years with firm

17 years in industry

Education

M.S. / Architecture, Structures
Option
University of Illinois
Champaign-Urbana

B.S. / Architecture, Urban Planning
Minor
University of Illinois
Champaign-Urbana

Licensed Architect: IL, WI

Select Project Experience

- Cicero School District 99 – Cicero, IL
Owner Representation to provide professional and technical oversight in the planning, design, and construction of new schools, large scale facility renovations, capital improvements projects, and other projects undertaken by the District. Services include the oversight of the performance of A/E's, construction managers, and contractors for the Board.
- Thelen Park – Antioch, IL
Owner Representation for the development of a 30-acre parcel of land for recreational use. The new handicap accessible park will feature an amphitheater (lawn); basketball and pickleball courts; obstacle course; birdwatching area; sledding hill; walking / hiking trail; restrooms; concessions; and a storage barn.
- Wheaton Downtown Streetscape – Wheaton, IL
Phase 1 of public infrastructure elements identified in the Wheaton Downtown Strategic and Streetscape Plan. The Plan outlined a vision for the next twenty years to elevate Downtown Wheaton as a destination district in the western portion of the Chicago region by pursuing several civic improvements and regulatory changes designed to increase the capture rate of retail, office, and residential land uses in the Downtown area.





Gabriel Alvarez
Assistant Project Manager

Project Role: Assistant Project Manager

Mr. Alvarez is an Assistant Project Manager with CCS. He is highly dedicated and his commitment to client satisfaction has been demonstrated through the high-quality projects he has been involved in so far in his career. He has gained extensive experience in the public K-12 market and has also been involved in several private sector projects involving corporate office buildings and high-rise residential developments. Mr. Alvarez’s strong technical and business qualifications make him an asset to any project team.

Experience

<1 year with firm

8 years in industry

Education

B.S. / Architecture, Minor in
Construction Management
Illinois Institute of Technology
Chicago, IL

Prior to joining CCS, Mr. Alvarez worked for a Chicago architectural firm where he was a Design Manager for the renovation of several Chicago Public Schools under the CPS Capital Improvement Program. He also has experience in reviewing zoning and building codes, developing 3D visualizations for proposed projects, and assisting teams with construction administration including punch list walks. He has developed excellent technical skills and is well versed with a variety of industry software including AutoCAD, Revit, Rhino 3D, SketchUp, Bluebeam Revu, E-Builder, Lumion 3D, and Primavera.

Select Project Experience

- Cicero School District 99 – Cicero, IL
Owner Representation to provide professional and technical oversight in the planning, design, and construction of new schools, large scale facility renovations, capital improvements projects, and other projects undertaken by the District. Services include the oversight of the performance of A/Es, construction managers, and contractors for the Board.
- Chicago Public Schools – Chicago, IL
Design Manager / Project Manager for the renovation of several K-12 schools under the CPS Capital Improvement Program. Work included:
 - High School Facility Assessments (15+ buildings)
 - Programming and Site Analysis
 - Developing Design Guidelines and Standard Details
 - FFE Procurement
 - Renovation Projects including outdoor gardens, labs, and roof replacements



Robert Svoboda, CPE

Technical Services Director

Project Role: Senior Cost Manager

As CCS' National Director of Technical Services, Mr. Svoboda is responsible for the compilation of complete project estimates at all phases of design including conceptual, schematic, design development, working drawing, and construction document. He manages the workload of CCS' cost estimating teams, conducts peer reviews on all cost estimates, and ensures that internal estimating processes are followed and documented.

With a broad knowledge of estimating practices and extensive knowledge of market pricing and pricing sources, Mr. Svoboda has a strong knowledge base for handling complex projects of all types and sizes nationwide. He is often asked to prepare comparative cost estimates of alternative construction methods and materials, making suggestions for the most effective course of action.

Mr. Svoboda has provided cost estimates on over 90 municipal projects nationwide including new parks, fieldhouses, community centers, and libraries.

Experience

21 years with firm

34 years in industry

Education

B.S. / Business Administration
St. Norbert College - DePere, WI

Certified Professional Estimator

Select Project Experience

- Navy Pier Pierscape Project – Chicago, IL
Complete revisioning of all exterior public spaces at Chicago's Navy Pier to expand the Pier's audience, enrich the experience of its visitors, and make it a truly world-class destination. All aspects of the Pierscape were examined, including landscaping, hardscape, urban design, communication and graphic design, and lighting.
- The 606 ("The Bloomingdale Trail") – Chicago, IL
Park development and a multi-purpose bicycle trail involving the conversion of the 2.7-mile Bloomingdale rail embankment to an elevated, multi-use linear park and trail. Project included the design of two new parks (Park #512 and Kimball Avenue Park), repairs to embankment segments, and construction of up to 13 ADA accessible access points.
- Tower Grove Park – St. Louis, MO
Lily Ponds and Facilities Core Restoration project at Tower Grove Park, one of seven parks recognized as a National Historic Landmark. Work within the Facilities Core includes rehabilitation of the Director's Residence and administration building; restoration of the greenhouse; development of outdoor dining/event space; and improved circulation and paths.



Cost Schedule

CCS tailors our services to each client based on the Owner’s Master Project Schedule and the level of CCS staff time commitment needed to support the project.

CCS has developed a draft master plan based on minimal information and we have developed our fee calculation on this very early draft timeline with the hourly rates outlined below.

Prior to finalizing a fee, CCS would discuss the project timeline and budget expectations with the Town of Cicero.

HOURLY RATES

The hourly rates for staff proposed on this project are provided below.

Title	2023 Hourly Rate	2024 & 2025 Hourly Rate
Project Executive - <i>Graham Harwood</i>	\$190.00	\$200.00
Senior Project Manager - <i>Marc Rogers</i>	\$165.00	\$175.00
Assistant Project Manager - <i>Gabriel Alvarez</i>	\$120.00	\$125.00
Project Controls / Cost Management Support (<i>if needed</i>)	\$175.00	\$185.00

All overhead, payroll taxes and insurance coverages are included within the hourly rates proposed above.

Reimbursable costs will be billed at cost plus 10%.





FEE BUILD-UP

As the RFP did not include an overall project schedule CCS developed a Draft Master Schedule (see Tab 6 of this submittal). Tasks and time periods have been extracted from that schedule and have been used in the calculations below.

PRE-CONSTRUCTION PHASE

Cost Estimates

Concept Estimate.....30 hours @ \$175 / hour \$5,250
Design Development Estimate..... 70 hours @ \$175 / hour \$12,250

Constructability Review

Graham Harwood.....50 hours @ \$190 / hour \$9,500

Bid Package Development and Advertisement

	Hrs / Wk	Weeks	Total Hours	Rate / Hr	Total
Graham Harwood	2	4	8	\$190.00	\$1,520
Marc Rogers					
Gabriel Alvarez	8	4	32	\$120.00	<u>\$3,840</u>

PRE-CONSTRUCTION PHASE TOTAL..... \$32,360

Value Engineering will be reimbursed hourly as required.

BIDDING / ASSISTANCE PHASE (10 weeks)

	Hrs / Wk	Period / Weeks	Total Hours	Rate / Hr	Total
Graham Harwood	2	10	20	\$200.00	\$4,000
Marc Rogers					
Gabriel Alvarez	10	12	120	\$125.00	<u>\$15,000</u>

BIDDING / ASSISTANCE PHASE TOTAL..... \$19,000



CONSTRUCTION PHASE – 23 weeks

	Hrs / Wk	Period / Weeks	Total Hours	Rate / Hr	Total
Graham Harwood	1	23	23	\$200.00	\$4,600
Marc Rogers	4	23	92	\$175.00	\$16,100
Gabriel Alvarez	8	23	184	\$125.00	\$23,000

CONSTRUCTION PHASE TOTAL.....\$43,700

CLOSE-OUT PHASE – 4 weeks

	Hrs / Wk	Period / Weeks	Total Hours	Rate / Hr	Total
Graham Harwood					
Marc Rogers					
Gabriel Alvarez	8	4	32	\$125.00	\$4,000

CLOSE-OUT PHASE TOTAL.....\$4,000

FEE SUMMARY

Pre-Construction Phase.....\$32,360
 Bidding / Assistance Phase..... 19,000
 Construction Phase43,700
 Close-Out Phase\$4,000
TOTAL ANTICIPATED FEE.....\$99,060



This is an anticipated fee based on the timeline that has been included in the project timeline section of this proposal (Section 6). As the period time may vary as further details are forthcoming, it is anticipated that the fee will vary accordingly.

We have included two estimates (Concept and Design Development) in the sum of \$17,500. Value engineering analysis estimating will be completed on an hourly basis.

As the scope and timeframes remain undetermined, all anticipated fees are based on an "estimated basis" and as work is required, will be reimbursed on an hourly basis as expended.

We have based our anticipated fee on the basis of one contractor being selected to be responsible for all construction work with all trades being bid by that contractor. Our bidding assistance is for assistance with selecting that one contractor while utilizing a prequalification process with a lump sum bid being submitted by prequalified contractors.

We are available to provide assistance as an extension to your staff on an hourly basis during the pre-design and design phase. We have also provided assistance to clients in the design selection process on other projects and would again be available to provide this service on an hourly basis if required.

EXHIBIT H
(Applicant's Checklist)

- Have you provided an original, ten color (10) copies, and a digital copy on CD or flash-drive of your Proposal as required?**

- Have you signed and dated your Proposal on the Certification form?**

- Have you signed and included the Non-Collusion Affidavit?**

- Have you completed and signed the Non-Discrimination Questionnaire?**

- Have you completed and signed the Statement for Public Disclosure?**

- Have you completed and signed the Statement of Proposals and Financial Responsibility?**

- Have you prepared and included a proposed Project timeline?**

- Have you included a list of similar projects?**

- Have you included the resumes of any and all team members who will assist with the Project?**

- Have you provided a cost schedule?**