
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, NOVEMBER 28, 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# 22, Manual Checks & Online Payments

B) Payroll

4

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

5. **Ordinances**

A) An Ordinance Adopting And Ratifying A Policy Regarding Unscheduled Intercity Buses For The Town Of Cicero, County Of Cook, State Of Illinois.

23

B) An Ordinance Authorizing And Approving A Collective Bargaining Agreement Between The Town Of Cicero, Illinois And The Illinois Fraternal Order Of Police Labor Council/Cicero Lodge No. 2 For Patrol Officers For The Town Of Cicero, County Of Cook, State Of Illinois.

29

C) An Ordinance Amending Chapter 2, Section 2-465 And Section 2-860.4 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding The Senior Advisory

142

Board And The Stormwater Advisory Board For The Town Of Cicero, County Of Cook, State Of Illinois.	
D) An Ordinance Authorizing And Approving The Disposal Of Obsolete Vehicles For The Town Of Cicero, County Of Cook, State Of Illinois.	149
E) An Ordinance Amending The Interim Purchasing Policy For The Town Of Cicero, County Of Cook, State Of Illinois.	157
6. <u>Resolutions</u>	
A) A Resolution Extending The Term Of Certain Appointed Officers, Employees, Officials, And Certain Members Of The Board Of Trustees Appointed To Specific Committees For The Town Of Cicero, County Of Cook, State Of Illinois.	167
B) A Resolution Authorizing The Town President To Enter Into A Certain License Agreement With Sourek Funeral Home For The Town Of Cicero, County Of Cook, State Of Illinois.	172
C) A Resolution Authorizing And Approving Certain Invoices From Faust, Inc. DBA ABC Automotive Electronics For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois.	183
D) A Resolution Authorizing And Approving A Certain Agreement With Flock Group, Inc. For License Plate Reader Services For The Town Of Cicero, County Of Cook, State Of Illinois.	213
E) A Resolution Authorizing And Approving A Certain Agreement With Power DMS For Software For The Town Of Cicero, County Of Cook, State Of Illinois.	225
F) A Resolution Authorizing, Approving, And Ratifying A Certain Agreement with nCred For Credentialing Services For The Town Of Cicero, County Of Cook, State Of Illinois.	236
G) A Resolution For Maintenance Under The Illinois Highway Code For The Laramie Bridge Biennial Bridge Inspection.	253
H) A Resolution Authorizing The Town President To Enter Into An Engineering Services Agreement With Novotny Engineering The Town Of Cicero, County Of Cook, State Of Illinois.	255
I) A Resolution Authorizing, Approving, And Ratifying A Certain Illinois Housing Development Authority Grant Agreement For The Town Of Cicero, County Of Cook, State Of Illinois.	271
J) A Resolution Authorizing And Approving The Purchase Of Gift Certificates Related To The Town Of Cicero's Holiday Food Assistance Program For The Town Of Cicero, County Of Cook, State Of Illinois.	280

7. New Business

A) Executive Order No. 2023-01 Declaring A Policy Regarding Unscheduled Intercity Buses.

8. Citizen Comments (3 minute limit)

9. Adjournment

HUMAN RESOURCES

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EMPLOYEES BY
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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
 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
 04/11/2000 CAVA, JOHN

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CORPORATE

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
 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
 09/24/2002 SKIDMORE, MICHAEL, W
 10/18/2002 LOPEZ, LUIS
 11/18/2002 SAUCEDO, JAIME
 02/05/2003 ESCABI, MARISOL
 02/08/2003 COUCH, ALICE, L
 02/08/2003 MUSIAL, LISA, V
 02/08/2003 PRENDERGAST, GINA, V
 02/21/2003 CASTRO, VICTOR
 03/17/2003 SWIATEK, DONNA
 04/28/2003 ALVAREZ, JOSE
 06/02/2003 CERVANTES, ANTONIO
 06/10/2003 MORAVEC, RON
 06/10/2003 NAVARRO, LETICIA

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CORPORATE

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
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 06/29/2005 GUZMAN, MIGUEL, JR
 07/11/2005 JELIC, NICHOLAS, J
 07/12/2005 TOMSCHIN, THOMAS, M
 07/13/2005 VICERA, ERIC
 07/18/2005 ROCHA, CESAR
 07/25/2005 CUNDARI, EMILIO, H
 07/25/2005 RUGLIO, LEO
 07/26/2005 AROCHO, EDWIN, JR
 08/08/2005 BARRIOS, ZENDA, M

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DATE 11/21/23

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CORPORATE

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
 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
 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

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CORPORATE

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
 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

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DATE 11/21/23

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CORPORATE

09/14/2009 GIOVANNELLI, KATHLEEN
 09/25/2009 GARCIA, MICHAEL
 10/01/2009 FELBINGER, RANDY
 10/01/2009 SANTOS, DANIELLE, M
 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
 10/28/2011 SANCHEZ, ROBERTO
 11/18/2011 GRANT, DARRYL
 11/29/2011 MENDEZ III, HERMAN
 12/02/2011 AHEARN, DANIEL
 12/02/2011 CALVILLO, DAVID
 12/04/2011 OBROCHTA, GEORGE, J
 12/05/2011 MINCH, CLYDE, A
 01/27/2012 CANO, CRISTIAN
 03/27/2012 LEUZZI, SHANNON
 03/27/2012 STASIAK, MICHAEL
 03/27/2012 TRAPANI, BRIAN
 05/21/2012 CARROLL-PIERSON, ARIELLE
 05/21/2012 TOVAR, BLANCA
 05/26/2012 PEREZ, ANDRES
 06/05/2012 RAMIREZ, IBETH

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DATE 11/21/23

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CORPORATE

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
 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

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DATE 11/21/23
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CORPORATE

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
 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

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

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CORPORATE

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
 05/06/2016 DURAN, DOMONIQUE, A
 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 HERNANDEZ, ANTHONY
 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 JIMENEZ, JESUS, M
 01/10/2017 PARRISH, VANESSA, N
 03/07/2017 NAVIA, GEORGE
 03/09/2017 BERLANGA, MARICELA
 04/10/2017 ESPARZA, JULIO, C
 04/24/2017 CHAVEZ, ANDRES
 04/24/2017 DIAZ, EDUARDO
 05/09/2017 POROD, ROBERT, F
 05/24/2017 IRIZARRY, DANIEL
 05/24/2017 SAUCEDO, CHRISTOPHER

HUMAN RESOURCES

DATE 11/21/23
TIME 14:56:36
HIRE DATE NAME
EMPLOYEES BY
HIRE DATE

=====

CORPORATE

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
06/06/2018	OSORIO, KARINA
06/18/2018	HANANIA, AARON
06/26/2018	BUSCEMI, ANGELO, D
06/26/2018	LUNA, FERNANDO
06/26/2018	SZCZEPANIAK, MALAKAI
07/30/2018	ALEJANDRO, RUPERTO, JR
07/30/2018	DELGADO, JENO, J
08/01/2018	DAHMS, JUSTIN
08/01/2018	GUTIERREZ, LUIS, M
09/11/2018	HERNANDEZ, OSCAR
09/24/2018	GOMEZ, JOSE, L
09/24/2018	VELAZQUEZ, JHOANNA
09/28/2018	RAY, SHIRLEY
10/01/2018	CANO, JESUS
10/15/2018	GARCIA, ISABEL, I
10/15/2018	LARA, ANA

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

=====

CORPORATE

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
 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
 05/21/2019 CASTILLO, MARILYN
 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
 07/15/2019 HERRERA, ALEJANDRA
 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
 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

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

=====

CORPORATE

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 CASTRO, JUAN, M
 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
 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
 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

HUMAN RESOURCES

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

=====

CORPORATE

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
 11/22/2021 MIJARES, BRENDAN, A
 11/22/2021 RAMIREZ, CLAUDIA, I
 11/29/2021 RIVERA, GEOVANNY
 12/06/2021 VERNE, GIANCARLO
 12/13/2021 DIAZ, ESPERANZA, L
 12/14/2021 GARCIA, JUDITH
 12/18/2021 MARTINEZ, MICHAEL, A
 01/04/2022 AVILA, MIGUEL
 01/04/2022 GARDUNO, Omero
 01/04/2022 JOHANSEN, KYLE, A
 01/04/2022 LARA, RICHARD
 01/05/2022 GARCIA, DANIEL, S

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

CORPORATE

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
 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 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
 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

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

=====

CORPORATE

06/14/2022 LEATO, ABIGAIL
 06/14/2022 SAN PEDRO, EVELYN
 06/15/2022 CORONA, GIANNICARLO
 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 BAUTISTA, ANTHONY
 07/11/2022 HEREDIA, AALIYAH
 07/17/2022 GARCIA, ROBERTO
 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 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
 10/17/2022 SPURLOCK, JARROD
 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 HARRIS, THERESA
 01/26/2023 SOTELO, DIEGO
 03/07/2023 RIVAS, MARIA, G

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

=====

CORPORATE

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 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
 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

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

DATE 11/21/23

EMPLOYEES BY

TIME 14:56:36

HIRE DATE

TCHR97
IARCHILLA

HIRE DATE NAME

=====

CORPORATE

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 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
 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

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

=====

CORPORATE

08/28/2023	FLORES-ORTEGA, YADIRA
08/28/2023	MAZUR, SARAH
08/28/2023	MEDRANO-CHAVEZ, NANCY
08/28/2023	NAVARETTE, HEDER
08/28/2023	SCHILLO, NICOLE
08/28/2023	TAPIA-TELLO, MARCO
08/28/2023	TORRES, DANIEL
09/11/2023	CERVANTES, JONATHAN
09/11/2023	DIAZ, MARIA
09/11/2023	DICOSTANZO, FRANK
09/11/2023	HUITRON, IVAN
09/11/2023	MORAN, JONATHAN
09/11/2023	OLANDER, TAYLOR
09/11/2023	SCALISE, LUIGI
09/11/2023	TORNABENE, NICOLE
09/11/2023	TRACY, MICHAEL
09/14/2023	ARCOS ROCKS, LILIA
09/14/2023	CONTRERAS, SERGIO
09/21/2023	OROZCO, NATHAN
10/02/2023	GALVAN, RAMON
10/03/2023	RAMIREZ, SOCHIL
10/10/2023	DIAZ, JASMINE
10/10/2023	SOLORIO, JORGE
10/18/2023	ANDRADE-LARA, JASMINE
10/18/2023	LOPEZ-TORRES, AMITZA
10/23/2023	ARCHILLA, IRIS
10/24/2023	CAHUE, JAIME
11/07/2023	LARACUENTE, VERONICA
11/07/2023	SALAZAR, GUADALUPE
11/07/2023	VAZQUEZ, RODOLFO
11/09/2023	GONZALEZ, CLAUDIA

Total Employees: 949
 Estimated Payroll Salary: 1,666,973.41

NOTE: Hourly rates not included in estimated payroll salary

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

DATE 11/21/23

EMPLOYEES BY

TCHR97

TIME 14:56:36

HIRE DATE

IARCHILLA

HIRE DATE NAME

=====

LIBRARY

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
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
11/06/2023 ESCOBEDO, GISSEL

Total Employees: 31
Estimated Payroll Salary: 26,081.14

NOTE: Hourly rates not included in estimated payroll salary

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND RATIFYING A POLICY REGARDING UNSCHEDULED INTERCITY BUSES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Corporate Authorities of the Town 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 said 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, on November 20, 2023, an unscheduled intercity bus made an unauthorized stop in the Town and discharged dozens of passengers within the Town; and

WHEREAS, it is in the best interests of the Town, its employees, and its residents to establish a policy for the stopping, standing, and parking of intercity buses and the discharge of passengers within the Town (the “Policy”); and

WHEREAS, the unloading of passengers in inclement or severe weather conditions without a coordinated plan poses a significant threat to the health, welfare, and safety of said passengers; and

WHEREAS, time is of the essence due to the incoming inclement weather within the Chicagoland area and the immediate increase in demands on Town resources resulting from the discharge of said passengers within the Town; and

WHEREAS, the Town President (the “President”), in accordance with Chapter 34 of the Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”), has declared that a state of emergency exists within the Town as it relates to the discharge of passengers from unscheduled intercity buses; and

WHEREAS, the President has issued Executive Order 2023-1 (the “Order”) and a policy regarding unscheduled intercity buses (the “Policy”), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) hereby approves, adopts, and ratifies the Order and the Policy; and

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The President and the Town Board 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.

Section 2.00 Purpose.

The purpose of this Ordinance is to approve, adopt, and ratify the Order and the Policy for the benefit of the Town, its employees, its residents, and its visitors, and to

authorize the President and his designees to take any and all action necessary to carry out the Order and the Policy.

ARTICLE II.

Section 3.00 Actions Authorized.

The Order and the Policy are hereby adopted as set forth in Group Exhibit A. 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 Policy, and to 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 and to effectuate the goals of this Ordinance.

ARTICLE III. 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, clause, sentence, paragraph, sub-paragraph, section, or part 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. It is hereby declared to be the legislative intent of the Town Board that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, subparagraph, section, or part thereof been included.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, 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
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

GROUP EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF CICERO, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/CICERO LODGE NO. 2 FOR PATROL OFFICERS 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 Fraternal Order of Police Labor Council/Cicero Lodge No. 2 (the “Council”) is the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment for all patrol officers in the bargaining unit; and

WHEREAS, the bargaining unit shall include all full-time peace officers of the rank of patrolman (the “Patrol Officers”) and exclude sergeants, lieutenants, captains, deputy superintendents, the superintendent of police, all civilian personnel in the Town, and any others excluded by the Illinois Public Labor Relations Act, as amended (5 ILCS 315/1, *et seq.*); and

WHEREAS, in furtherance of the continued efficient operation of the Town Police Department, the Town and the Council desire to enter into an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, to clarify the basic terms upon which the collective bargaining relationship between the Town and the Council depends; and

WHEREAS, based on the foregoing, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary for the public health, safety, and welfare, and in the best interests of the Town and its residents, to approve and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the Council also finds that the execution of the Agreement is a necessary precursor to carrying out essential governmental functions of the Town; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President to enter into and approve the Agreement so as to clarify the wages, hours, and working conditions of Patrol Officers, to further authorize the President to take any and all steps necessary to carry out the terms of the Agreement, and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and the Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to, and

effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(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



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dlglawgroup.com

**ATTORNEY CLIENT PRIVILEGED
CONFIDENTIAL**

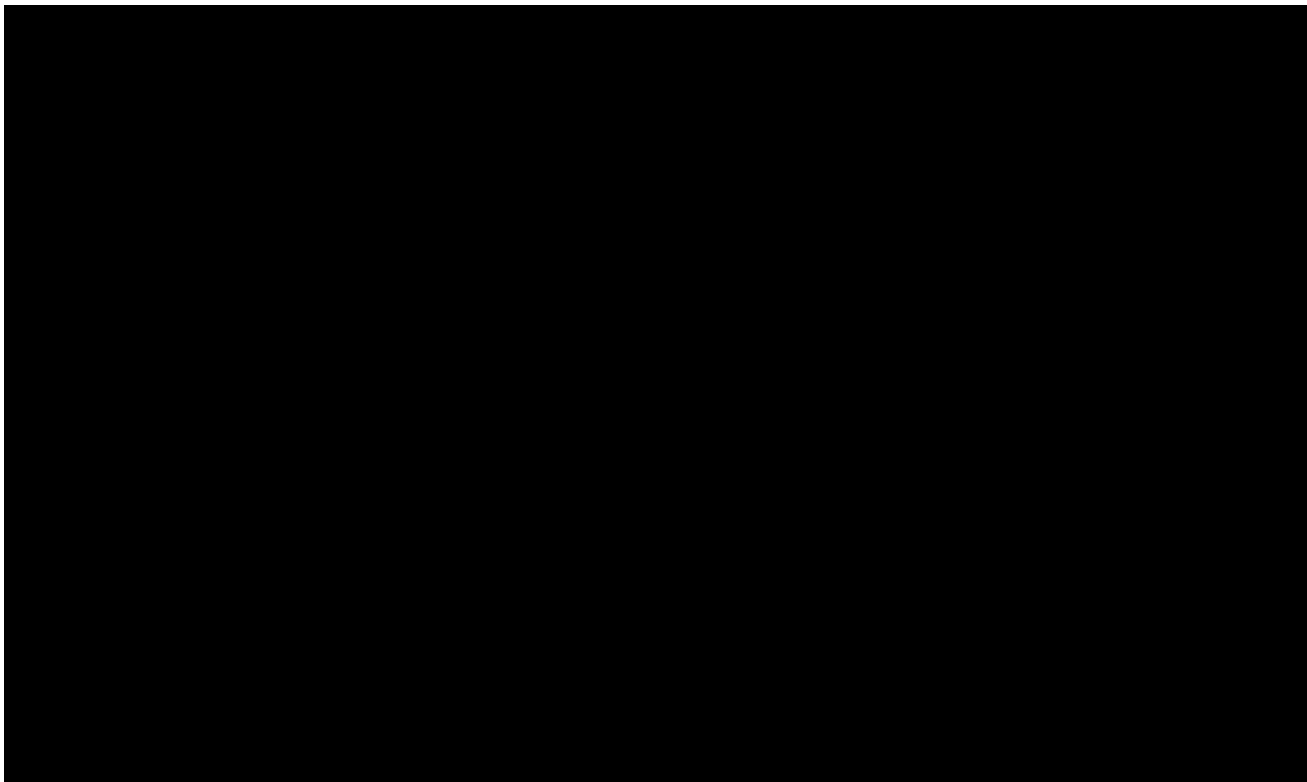
• MEMORANDUM •

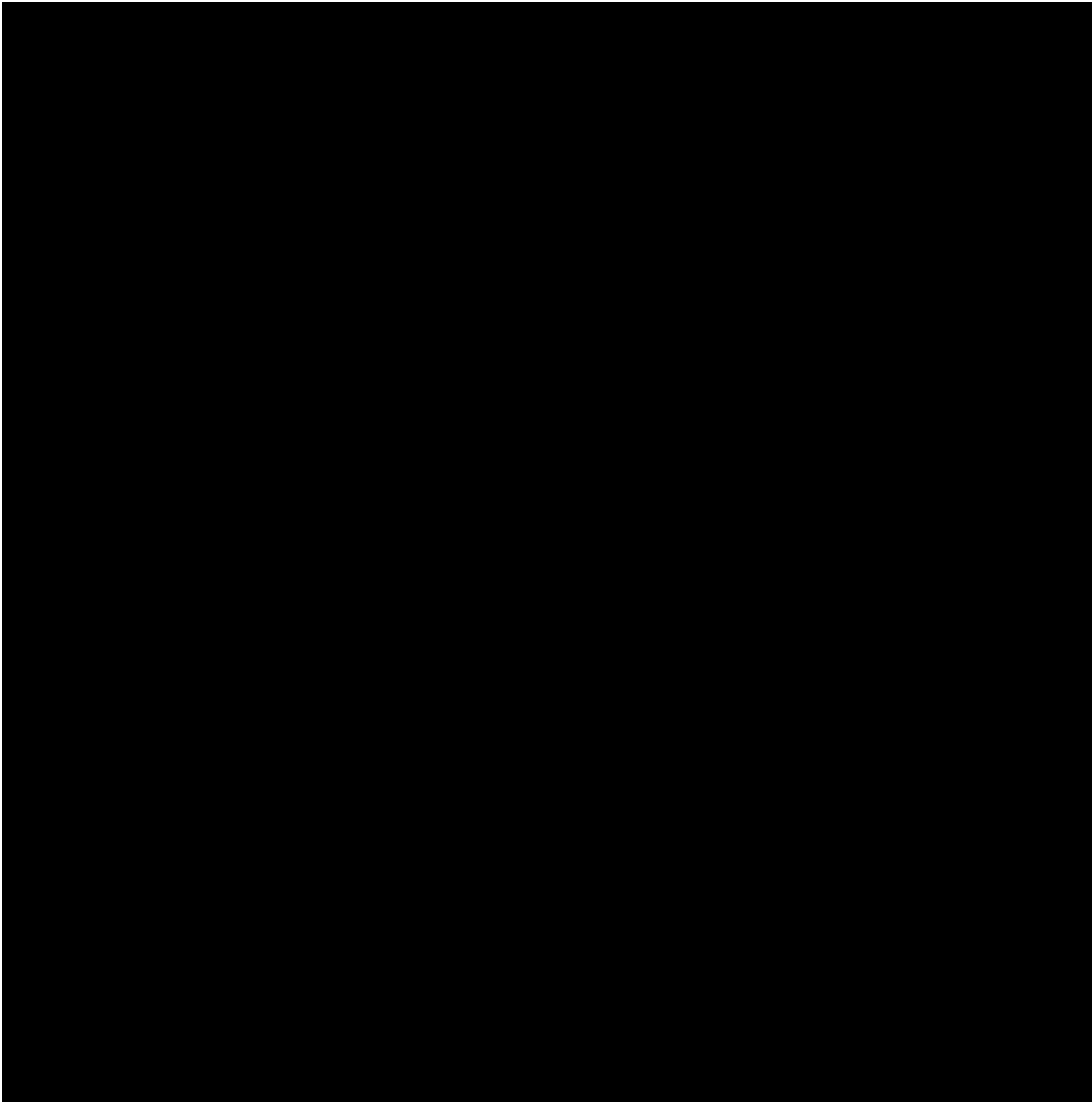
TO: THE HONORABLE LARRY DOMINICK
THE HONORABLE MARIA PUNZO-ARIAS

FROM: BRIAN MILLER, ONE OF THE TOWN'S ATTORNEYS

RE: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

DATE: NOVEMBER 21, 2023





ILLINOIS FOP LABOR COUNCIL

and

TOWN OF CICERO

All Full-Time Patrol Officers



January 1, 2021 – December 31, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



PREAMBLE	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 NON-DISCRIMINATION	1
Section 2.1. Equal Employment Opportunity	1
Section 2.2. Non-Discrimination.....	1
Section 2.3. Use of Masculine Pronoun.	2
ARTICLE 3 DUES DEDUCTION.....	2
Section 3.1. Dues Deduction.	2
Section 3.2. Dues.....	2
Section 3.3. Indemnification.	2
ARTICLE 4 MANAGEMENT RIGHTS	3
Section 4.1. Authority of Town.....	3
Section 4.2. Suspension of Agreement in Civil Emergency.	4
ARTICLE 5 RESOLUTION OF IMPASSE	4
ARTICLES 6 NO STRIKE/NO LOCKOUT	4
Section 6.2. No Lockout.....	4
Section 6.3. Union Notification.....	4
Section 6.4. Judicial Relief.	4
ARTICLE 7 BILL OF RIGHTS	5
Section 7.1. Definitions.....	5
Section 7.2. Conduct of Disciplinary Investigation.	5
Section 7.3. Disclosure.....	6
Section 7.4. Statutory Proceedings and Limitations.....	7
Section 7.5. Photo Dissemination.	7
ARTICLE 8 DRUG AND ALCOHOL TESTING.....	7
Section 8.1. Town Policy on Drugs and Alcohol.	7
Section 8.2. Definitions.	7
Section 8.3. Prohibitions.	9
Section 8.4. Requirements. Employees are required to:.....	10
Section 8.5. The Administration of the Tests.	10
Section 8.6. Circumstances Under Which Drug and/or Alcohol Testing is Permitted.	10
Section 8.7. Compounds tested for and Levels Measured.	12
Section 8.8. Types of Testing Permitted.....	13
Section 8.9. Conduct of Tests.....	13
Section 8.10. Retest of Sample.....	14

Section 8.11. Procedure Following a Positive Drug Result.....	15
Section 8.12. Right to Contest.....	15
Section 8.13. Voluntary Requests for Assistance.....	15
Section 8.14. Discipline.....	16
Section 8.15. Behavior That Constitutes Refusal to Submit.....	17
Section 8.16. Confidentiality of Test Results.....	17
Section 8.17. Insurance Coverage.....	18
Section 8.18. Testing After an On-Duty Shooting.....	18
ARTICLE 9 BOARD OF FIRE AND POLICE COMMISSION.....	18
ARTICLE 10 GRIEVANCE AND ARBITRATION.....	18
Section 10.1 Grievance Definition.....	18
Section 10.2 Processing of Grievances.....	19
Section 10.3 Waiver and Settlement of Grievance.....	20
Section 10.4 Appeal of Disciplinary Disputes.....	21
Section 11 Discipline.....	21
ARTICLE 12 LABOR-MANAGEMENT CONFERENCES.....	26
Section 12.1. Purpose.....	26
Section 12.2. Labor-Management Conferences.....	26
Section 12.3. Attendance.....	26
ARTICLE 13 LAY-OFF.....	27
ARTICLE 14 MAINTENANCE OF STANDARDS.....	27
ARTICLE 15 PATROL OFFICER SECURITY.....	28
Section 15.1. Just Cause Standard.....	28
Section 15.2 File Inspection.....	28
Section 15.3 Limitation On Use of File Material.....	29
Section 15.4 Auxiliary Officers.....	29
Section 15.5 Part-Time Officers.....	30
ARTICLE 16 HOURS AND OVERTIME.....	30
Section 16.1 Hours of Work.....	30
Section 16.2 Call Back.....	30
Section 16.3 Court and Deposition Pay.....	31
Section 16.4 Shift Selection.....	31
Section 16.5 Staffing.....	31
Section 16.6 Shift.....	31

Section 16.7 Training Pay and Travel.....	31
ARTICLE 17 INDEMNIFICATION	32
ARTICLE 18 F.O.P. REPRESENTATIVE	32
Section 18.1. Grievance Processing.....	32
Section 18.2. Conference Attendance.....	32
Section 18.3. Council Negotiating Team.....	33
ARTICLE 19 SAFETY ISSUES.....	33
Section 19.1. Safety Committee.....	33
Section 19.2. Disabling Defects.....	33
Section 19.3. Cooperation.....	33
ARTICLE 20 BULLETIN BOARDS.....	33
ARTICLE 21 LEAVES OF ABSENCE.....	34
Section 21.1. Funeral Leave.....	34
Section 21.2. Military Leave.....	34
Section 21.3. Educational Leave.....	34
ARTICLE 22 OVERTIME DUTIES	34
Section 22.1. General Principles.....	34
Section 22.2. Distribution.....	35
ARTICLE 23 WORKING OUT OF CLASSIFICATION	35
ARTICLE 24 SENIORITY	36
Section 24.1. Definition.....	36
Section 24.2. Use in Selection of Vacation.....	36
Section 24.4. Seniority List.....	36
Section 24.5. Seniority Terminated.....	36
Section 24.6. Leaves of Absence.....	36
ARTICLE 25 SICK LEAVE	37
Section 25.1. Purpose.....	37
Section 25.2 Sick Leave Accrual	37
Section 25.3 General Provision	37
Section 25.4 Use of Sick Time.....	38
Section 25.5 Family and Medical Leave.....	38
Section 25.6 Americans with Disabilities Act.....	39
Section 25.7 Officers with Long-Term Absence from Work	39
ARTICLE 26 Health Insurance	39
Section 26.1 Coverage.....	39
Section 26.2 Premium Contribution	39
Section 26.3 Changes in Plans, Benefits or Coverage	40

Section 26.4 125 Plan.....	40
Section 26.5 Terms of Plans Govern	40
Section 26.6 Retiree Contributions and Coverage.....	40
ARTICLE 27 HOLIDAYS AND PERSONAL DAYS	41
Section 27.1. Holidays.....	41
Section 27.2 Holiday Compensation.....	41
Section 27.3 Personal Days.....	42
ARTICLE 28 EDUCATION INCENTIVE AND TUITION REIMBURSEMENT	42
Section 28.1. Education Incentive.....	42
Section 28.2. Tuition Reimbursement.....	42
Section 28.3. Obligations Under Reimbursement Program.....	43
Section 28.4. Obligations for Repayment of Training, Uniforms, Supplies and Gear.....	43
Section 28.5. Protocol for Tuition Reimbursement.....	44
ARTICLE 29 WAGES.....	44
Section 29.1 Wage Rates.....	44
Section 29.2. Longevity.....	45
Section 29.3 Detectives.....	45
Section 29.4 Field Training Officer (FTO) Pay.....	46
ARTICLE 30 CLOTHING ALLOWANCE	46
Section 30.1. Uniforms.....	46
Section 30.2. Maintenance Allowance	46
ARTICLE 31 VACATIONS.....	46
ARTICLE 32 RESIDENCY	48
ARTICLE 33 GENERAL PROVISIONS	48
Section 33.1. FOP Visitation.....	48
Section 33.2. Examination of Records.....	48
Section 33.3. Replacement/Repair of Personal Property.....	48
Section 33.5. Probationary Period.....	48
ARTICLE 34 PROMOTIONS	49
Section 34.1. Goals	49
Section 34.2. Participants	49
Section 34.3. Performance Points.....	49
Section 34.4. Seniority.....	49
Section 34.5. Written Examination	50
Section 34.6. Assessment Center.....	50

Section 34.7. Military	50
ARTICLE 35 SECONDARY EMPLOYMENT	50
Section 35.1. Purpose	50
Section 35.2. Definition.....	51
Section 35.3. Policy.....	51
Section 35.4. Restrictions.....	51
Section 35.5 Violation.....	53
ARTICLE 36 SAVINGS CLAUSE.....	53
ARTICLE 37 COMPLETE AGREEMENT.....	53
ARTICLE 38 DURATION.....	53
APPENDIX A DUES AUTHORIZATION FORM.....	55
APPENDIX B ELECTION FORM.....	56
APPENDIX C INSURANCE PLAN SUMMARIES.....	57
APPENDIX D GRIEVANCE FORM.....	63

PREAMBLE

This Agreement ("Agreement") is entered into by and between the Town of Cicero, an Illinois municipal corporation (hereinafter referred to as the "Town") and the Illinois Fraternal Order of Police Labor Council/Cicero Lodge No. 2 (hereinafter referred to as the "Council"), pursuant to the Illinois Labor Relations Board Petition S-RC-141 and S-RC-211, certified as representatives on June 12, 1986.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Town and the Council representing the officers in the bargaining unit ("Patrol Officers"), and to make clear the basic terms upon which such relationship depends. It is the intent of both the Town and the Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent, as well as to adjust misunderstandings and grievances relating to Patrol Officers' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant as follows:

ARTICLE 1 RECOGNITION

The Town hereby recognizes the Labor Council as the sole and exclusive collective bargaining representatives for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all Patrol Officers in the bargaining unit.

The bargaining unit shall INCLUDE:

All full-time peace officers of the rank of Patrolman.

Positions EXCLUDED from the above-described bargaining unit shall include:

Sergeants, Lieutenants, Captains, Deputy Superintendents and the Superintendent of Police, and all civilian personnel in the Town of Cicero, and any others excluded by the Illinois Public Labor Relations Act, as amended (5 ILCS 315/1, et seq.).

The parties agree to amend this Agreement to reflect the accurate bargaining unit description should the certification issued by the Illinois Labor Relations Board be changed.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1. Equal Employment Opportunity.

The Town will continue to provide equal employment opportunity for all Patrol Officers as required by law.

Section 2.2. Non-Discrimination.

The Town shall not discriminate against any Patrol Officer, nor make any employment

decision on the basis of race, creed, color, national origin, age, sex or handicap unrelated to the ability to perform the job, in violation of applicable law. Neither the Town nor the Council shall interfere with the right of Patrol Officers covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such Patrol Officer because of lawful Council membership or non-membership activity or status. Patrol Officers shall not be transferred, assigned, or reassigned or have any of their duties changed for reasons prohibited by this section.

Section 2.3. Use of Masculine Pronoun.

The exclusive use of the masculine pronoun in this document is for clerical convenience only, and shall be construed to include male and female Patrol Officers.

ARTICLE 3 **DUES DEDUCTION**

Section 3.1. Dues Deduction.

Upon receipt of a written and signed authorization (attached as Appendix "A") from a Patrol Officer, the Town shall deduct the amount of Council dues and initiation fee, if any, including any retroactive amounts, and any authorized increase, from such Patrol Officer's wages, and shall remit such deductions monthly along with a payroll sheet, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Town of any increase in dues, in writing, at least thirty (30) calendar days prior to its effective date.

Section 3.2. Dues.

Each Patrol Officer who on the effective date of this Agreement is a member of the Council, and each Patrol Officer who becomes a member after

that date, shall be required to pay membership dues to the Council during the term of this Agreement.

With respect to any Patrol Officer on whose behalf the Town receives a written authorization in a form agreed upon by the Council and the Town, the Town shall deduct monthly dues and/or financial obligation uniformly required from the wages of the Patrol Officer and shall forward the full amount to the Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be uniform in dollar amount and each in accordance with the schedule to be submitted to the Town by the Council. The Council must give the Town thirty (30) calendar days notice of any change in the amount of uniform dues to be deducted. Authorization for such deduction may be revoked by written notice to the Town and the Council during the fifteen (15) calendar day period prior to the expiration of this Agreement. The Town will deduct dues only for the Council and for no other organization.

Section 3.3. Indemnification.

The Council shall indemnify and hold harmless the Town, its elected representatives, officials, trustees, fiduciaries, attorneys, insurers, employees, officers, administrators, and agents from and against any and all claims, demands, actions, complaints, suits, or other forms

of liability that arise out of or by reason of any action taken, or not taken at the direction of the Council, by the Town for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions.

The Council agrees to refund to the Town any amount paid in error pursuant to the dues collection and fair share payments as specified in this Article. The Town will distribute any amount paid in error which it receives from the Council to the affected Patrol Officer.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. Authority of Town.

Except as limited by the express written provisions of this Agreement, it is understood and agreed that the Town possesses the sole right and authority to operate and direct the Patrol Officers of the Town and its various departments. These rights include, but are not limited to:

- A. to plan, direct, control and determine the operations, services, purpose and mission of the Town and its Patrol Officers;
- B. to determine the budget and set forth all standards of service offered to the public;
- C. to supervise and direct the work force;
- D. to establish qualifications for employment and to employ Patrol Officers;
- E. to promote Bargaining Unit Members in a fair and consistent manner, assign or transfer Patrol Officers;
- F. to discipline, suspend or discharge non-probationary Patrol Officers for just cause;
- G. to establish shifts and hours of employment, which are not inconsistent with the terms of this Agreement;
- H. to introduce new methods, equipment and facilities;
- I. to make, alter, publish and enforce reasonable rules, regulations, orders, policies and procedures;
- J. to determine the methods, means and number of personnel to carry out the Town's mission;
- K. to lay-off or relieve Patrol Officers due to lack of work or funds or for other legitimate reasons;
- L. to establish work and productivity standards with prior notice to the Council; and
- M. to contract out for goods and services.

Section 4.2. Suspension of Agreement in Civil Emergency.

If in the sole discretion of the Town President it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Town President during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Town President shall advise the Council of the nature of the emergency, and shall follow up said advisement in writing as soon thereafter as practicable.

ARTICLE 5
RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act as amended (5 ILCS 315/14).

ARTICLES 6
NO STRIKE/NO LOCKOUT

The Council and the Patrol Officers covered by this Agreement recognize and agree that the rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued and that to do so would endanger the health, safety and welfare of the inhabitants of Cicero.

Section 6.1. No Strike.

Neither the Council, nor any Patrol Officers or member will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, work slowdown, or other interruption with the work and statutory functions or obligations of the Town including, but not limited to, those described as "blue flu" or "ticket blitz". Neither the Council nor any Patrol Officers, nor any member thereof, shall refuse to cross any picket line, by whomever established, during the term of this Agreement.

Section 6.2. No Lockout.

The Town will not lock out any Patrol Officers covered by the terms of this Agreement as a result of a labor dispute with the Council, unless there is a violation of Section 6.1.

Section 6.3. Union Notification.

The Council agrees to notify all Patrol Officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage Patrol Officers violating Section 6.1 to return to work.

Section 6.4. Judicial Relief.

Nothing contained herein shall preclude the Town from obtaining judicial restraint and damages in the event of a violation of this Section.

ARTICLE 7
BILL OF RIGHTS

Section 7.1. Definitions.

For the purposes of this Article, the terms defined below have the meaning ascribed herein:

- A. "Informal inquiry" means a meeting by supervisory or command personnel with a Patrol Officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- B. "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of a Patrol Officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her discharge or suspension in excess of five (5) days.
- C. "Interrogation" means the questioning of a Patrol Officer in connection with an alleged violation of the Town's rules which may be the basis for filing charges seeking his or her suspension in excess of five (5) days or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the Patrol Officer's record but which may not in themselves result in removal,
- D. discharge or suspension in excess of three (3) days.

Section 7.2. Conduct of Disciplinary Investigation.

Whenever a Patrol Officer is subject to an interrogation within the meaning of (c) above, the interrogation shall be conducted pursuant to paragraphs A. - J, as follows:

- A. **Time of Interrogation.** All interrogations shall be conducted at a reasonable hour, preferably at a time when the Patrol Officer is on duty.
- B. **Place of Interrogation.** The interrogation shall take place at the office of command of the investigating officer.
- C. **Disclosure of Subject of Interrogation.** The Patrol Officer under interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions to the Patrol Officer under interrogation shall be asked by and through one (1) interrogator.
- D. **Disclosure of Information to Subject of Interrogation.** The Patrol Officer under investigation shall be informed in writing of the nature of the complaint prior to any interrogation and of the names of all complainants.
- E. **Duration of Interrogation Sessions.** Interrogation sessions shall be for

reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

- F. **No Retaliation Permitted.** No Patrol Officer under interrogation shall be threatened with transfer, dismissal, or disciplinary action as retaliation for his or her exercise of the rights granted under this Section.
- G. **Record of Interrogation - Transcript.** A completed electronic recording shall be kept of the complete interrogation of a Patrol Officer, including noting all recess periods. A transcribed copy of the recording shall be available to the Patrol Officer or his counsel upon request made to the official counsel of the Town at the Town's expense.
- H. **Advisement of Rights.** If any Patrol Officer is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be informed of his right to counsel prior to the commencement of the interrogation.
- I. **Right to Counsel.** Any Patrol Officer under interrogation shall have the right to be represented by counsel of his choice, who may be present at all times during the interrogation. The interrogation shall be suspended at the request of any Patrol Officer under investigation for a reasonable time until representation can be obtained.
- J. The foregoing paragraphs notwithstanding, the Patrol Officers retain the rights granted to them under the Illinois Public Labor Relations Act, 5 ILCS 315, *et seq.*, more commonly referred to as "Weingarten" and "Morgan" rights, as well as any and all rights granted to them pursuant to Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 *et seq.* Furthermore, by citing to the Uniform Peace Officers Disciplinary Act, the Patrol Officers do not seek to give up any rights and privileges otherwise granted to them, i.e. "Weingarten" and "Morgan", but rather, to supplement those rights with those of the rights, protections, and privileges granted under the Uniform Peace Officers Disciplinary Act.

Section 7.3. Disclosure.

No Patrol Officer shall be required or requested to disclose any item of his property, income, assets, source of income (except from secondary employment in order to comply with the requirements regarding secondary employment), debts, or personal or domestic expenditures (including those of any member of his family or household), unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law. This is not intended to restrict the Town's response to judicial process, nor is this intended to restrict the Town's right of approval or disapproval of outside employment. The Town may request proof of residency as part of its effort to uniformly apply its Residency Rule on all Town employees and Patrol Officers.

Section 7.4. Statutory Proceedings and Limitations.

Any Patrol Officer covered by this Agreement who is charged by indictment or complaint to have violated any provision of the criminal code of Illinois, or any Statute of the United States, shall be subject to the provisions of Article 11.

Section 7.5. Photo Dissemination.

No Photo of a Patrol Officer under investigation shall be made available to the media prior to a conviction for criminal offense, or prior to a decision by the Board of Police and Fire Commissioners or an arbitrator.

ARTICLE 8
DRUG AND ALCOHOL TESTING

Section 8.1. Town Policy on Drugs and Alcohol.

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries and reduce productivity. The mission of the Police Department is to protect life and property, which demands the highest level of fitness of its members. Department members must project a positive representative image which ensures public confidence in them and governs their professional conduct. The Town, as the Employer, has the right to expect its Officers to report to work fit and able for duty. The Town will enforce this Article 8 on a non-discriminatory basis.

Section 8.2. Definitions.

- A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570, *et seq.*, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Psilocybin- psilocin
Morphine	MDA
Codeine	PCP
Heroin	Chloral Hydrate
Meperidine	Methylphenidate
Marijuana	Hash
Barbiturates	Hash Oil
Gluthethimide	Steroids
Methaqualone	Tranquilizers
Cocaine	Amphetamines
Phenmetrazine	LSD
Mescaline	

The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

- B. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.
- C. Cannabis. The term "cannabis" shall include cannabis, marijuana, and products infused with or containing cannabis or marijuana, including, but not limited to, edible and food products.
- D. Random Drug Testing.

1. Frequency and Selection

- a. The random selection of officers to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any officer. Each workday shall present every officer with a substantially equal statistical chance of being required to submit to the random testing program, regardless of samples previously submitted.
- b. The number of random tests to be performed in any year shall be determined by the Superintendent or his/her representative and will ensure the testing of thirty-three (33) percent of the Patrol Officers who are in the common selection pool. Patrol Officers assigned to specialized units shall be included in the 33%.
- c. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent officers from anticipating patterns in collection schedules.
- d. The computerized random selection listing shall be generated from the common selection pool of all officers using a confidential identification number uniquely assigned to each individual officer. The association with and identification of the officer's name shall be known only to the Superintendent and his/her representative until such time as the daily selection for testing list is prepared for notification.
- e. The process will be unannounced as well as random. Officers will be notified that they have been selected for testing after they have reported for duty on the day of collection.
- f. An officer shall not be required to submit to random testing more than three (3) separate times in one calendar year.

2. Procedure

- a. Upon notification that an officer has been selected for random testing, the officer shall be required to report immediately to the Random Drug and Alcohol Testing Location, and no later than one (1) hour from notification.
- b. Upon arrival at the Random Drug and Alcohol testing location, the officer will identify him/herself by use of the photo identification card and present the original Random Drug and Alcohol Testing Notification Form.
- c. Upon completion of the specimen collection process, the officer will, if his/her shift is not completed, immediately return to duty status.

B. Accident Testing

1. Incident Required The officer(s) involved in a vehicular accident (i.e., the driver(s) must submit to drug and/or alcohol testing when the Patrol Officer is operating and is in motion at the time of the accident.
2. Timing of the Test The officer(s) involved submit to drug and/or alcohol testing within two (2) hours of the accident.
3. Available for Testing The officer who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.
4. Transportation to Collection Site The Investigating Officer shall transport or arrange transportation for the officer to be tested to the collection site and, after testing, to such officer's home.
5. Following Collection After submitting to the drug and/or alcohol testing, the officer will not be allowed to return to work pending the results of the drug test.

Section 8.3. Prohibitions.

- A. Police Officers shall be prohibited from:
- B. Consuming or possessing alcohol or illegal drugs at any time during the work day or on any of the Town's premises or job sites, including all Town buildings, properties, vehicles and the employees' personal vehicle while engaged in Town business.
- C. Illegally possessing, using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
- D. Drinking alcohol within four (4) hours prior the beginning of a scheduled shift.

- E. Being under the influence of alcohol during the course of the workday.
- F. Being under the influence of legal or prescribed drugs used in excess of, or in non-conformity with, prescribed limits during the course of the workday.
- G. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of A, B, C and F will result in disciplinary action up to and including discharge in accordance with the just cause provisions

Violations of D and E will result in disciplinary action in accordance with Section 8.14., Discipline for Violations of this Policy herein.

Section 8.4. Requirements. Employees are required to:

- A. Report to their supervisors any known adverse side effects of medication or prescription drugs which they are taking which might affect or impact on the performance of their duties.
- B. Notify the on-duty Supervisor of his/her arrest for violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of any drug or controlled substance or arrest for a violation of any statute prohibiting driving a motor vehicle under the influence of alcohol or drugs, upon reporting to work.
- C. Submit to drug testing as required by the Town pursuant to this Agreement.

Section 8.5. The Administration of the Tests.

- A. Informing Employees Regarding Drug Testing

All current employees will be given a copy of the Drug and Alcohol Testing Policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

- B. Pre-Employment Screening

Nothing in this Article shall limit or prohibit the Town from requiring applicants for bargaining unit positions to submit to a blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

Section 8.6. Circumstances Under Which Drug and/or Alcohol Testing is Permitted.

As set out more fully in the following provisions, the Town shall have the right and duty to require an employee to submit to alcohol and/or drug testing in the following circumstances:

- A. Reasonable Suspicion

- 1. Defined. "Reasonable suspicion" is defined as a belief based on objective facts

sufficient to lead a reasonable prudent person to find that an employee is using, or has used, drugs or alcohol in violation of this policy. The suspicion must be drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience.

2. Factors in Determining. Factors to be considered by supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include any of the following factors alone or in combination:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs.
 - b. Observable phenomenon, such as direct observation of alcohol use, the presence of the odor of alcohol on or about the employee and/or the physical symptoms or manifestations of being under the influence of alcohol:
 - c. Information obtained from a reliable and identifiable source which has been independently corroborated:
 - d. Excessive unexcused absenteeism, tardiness or deterioration in work performance:
 - e. Slurred speech or unsteady walking or movement:
 - f. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute.
3. When Conducted. When a supervisor has reasonable suspicion to believe that an employee is impaired due to being under the influence, that supervisor shall have the Superintendent or his designee confirm that suspicion prior to any order to submit to drug/alcohol testing. An order to submit to Testing shall be in writing and signed by the reporting supervisor and the Superintendent or his designee. At the time the employee is ordered to submit to testing, the town shall notify the Union Representative on duty and if none is on duty, the Town shall make a reasonable effort to contact an off-duty Union Representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.
4. Order to Submit To Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, the Town shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided within 24 hours following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Peace Officers' Disciplinary Act", 50 ILCS 725/1, et seq. A refusal to submit to such

testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results. Notwithstanding the above, under no circumstances shall Patrol Officers be required to submit to testing while off duty.

B. Accident Testing

1. Incident Required: The Patrol Officer(s) involved in a vehicular accident (i.e., the driver(s)) must submit to drug and/or alcohol testing when the vehicle the Patrol Officer is driving and is in motion at the time of the accident.
2. Timing of Test. The employee(s) involved must submit to drug and/or alcohol testing within two (2) hours of the accident.
3. Available for Testing. Any employee who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid a reason or permission by the Superintendent or his designee will be deemed to have refused to submit to testing.
4. Transportation to Collection Site. The Superintendent or his designee shall transport or arrange transportation for the employee to be tested to the collection site and, after testing, to such employee(s) home.
5. Following Collection. After submitting to the drug and/or alcohol testing, the employee will be placed on administrative leave with pay pending the results of the test.

C. Return to Duty Testing

Any employee who has completed rehabilitation treatment will be required to submit to and pass drug and/or alcohol testing prior to returning to duty. In addition, such employee will be subject to unannounced follow-up testing for up to twelve (12) months, as provided in Section 8.14.

Section 8.7. Compounds tested for and Levels Measured.

A. Drug Testing

If the following compounds at the levels listed in the Confirmation (GC/MS) Test are found in a sample, such test will be considered a positive drug test.

DRUG NAME	INITIAL DRUG	CONFIRMATION TEST GC/MS
Amphetamines	1000NG/ML	500NG/ML
Cocaine	300NG/ML	150NG/ML
Marijuana	20NG/ML	15NG/ML
Opiates	300NG/ML	300NG/ML
Phencyclidine ("PCP")	25NG/ML	25NG/ML
Benzodiazepines	300NG/ML	150NG/ML

Methaqualone	300NG/ML	150NG/ML
Barbituates	300NG/ML	150NG/ML
Methadone	300NG/ML	150NG/ML
Propozphene	300NG/ML	150NG/ML

B. Alcohol Testing

1. An initial result of .019 and below is considered a negative result and the employee is free to return to work.
2. An initial result of .02 - .039 is considered neither negative nor positive and the employee must undergo a confirmatory test as soon as practicable, but not to exceed 30 minutes from the time of the original test. In the event that the employee provides an adequate breath specimen and the confirmatory test registers between .02 - .039, the employee will be considered "under the influence", and will be immediately suspended and subject to disciplinary action. If it registers .04 or above, the test shall be considered positive.
3. If the initial test registers .04 or above, the employee must submit to a confirmatory test. If the confirmatory test registers below .02, it is considered negative. If it registers between .02 - .039, the employee will be considered "under the influence" and will be immediately suspended and subject to disciplinary action. If the test registers .04 or above, the test will be considered positive.

Section 8.8. Types of Testing Permitted.

The Town may use any of the following methods to test for the presence of drugs and/or alcohol in an employee's system:

- A. Urine Testing
- B. Evidentiary Breath Testing Device (Breathalyzer)
- C. Blood Testing
- D. Saliva Testing

Section 8.9. Conduct of Tests.

The testing authorized by this Agreement shall require the Town to:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse ("NIDA").
- B. Ensure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.

- C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
- D. Collect a sufficient sample of the same bodily fluid or material from a police officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employees notifies the Human Resources Director in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- H. Alcohol testing results shall be as provided by Section 8.7 B. of this Article.
- I. Provide each employee tested with a copy of all information and reports received by the Town in connection with the testing and the results.
- J. Ensure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- K. Require that the laboratory or hospital facility report to the Town that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Town inconsistent with the understanding expressed herein, the Town shall not use such information in any manner or forum adverse to the employee's interests.
- L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 8.10. Retest of Sample.

- A. Any employee who tested positive for drugs shall have the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing and at the employees' own expense, provided that the laboratory is licensed

pursuant to the Illinois Clinical Laboratory Act and that it is accredited by the National Institute of Drug Abuse ("NIDA") and the employee notifies the Superintendent within forty-eight (48) hours of receiving the results of the tests.

- B. The laboratory that performed the initial test shall deliver the sample to the laboratory of the employee's choice to ensure the integrity of the chain of custody.
- C. Quantitation for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
- D. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Superintendent within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory.
- E. If the laboratory chosen by the employee within the time allotted disputes the positive finding(s) of the laboratory used by the Town and such laboratory has used the same testing procedure used by the original laboratory, then no further action shall be taken against the employee.

Section 8.11. Procedure Following a Positive Drug Result.

- A. Upon receipt of notification of a positive test result, the Superintendent or his/her representative shall notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drug(s) (e.g., prescription bottles bearing prescription numbers, prescribing physician's statement, etc.)
- B. If an investigation reveals that the drugs have been legally prescribed to the employee and that the employee has consumed the drugs at a therapeutic level in accordance with prescription directions, no further action will be taken.
- C. If an investigation reveals that the drugs have not been legally prescribed to the employee, the Superintendent or his/her representative shall initiate disciplinary action.

Section 8.12. Right to Contest.

The Union and/or the employee, with or without the Union shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 8.13. Voluntary Requests for Assistance.

The Town shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment the Town may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The Town shall make available through its Employee Assistance Program ("EAP") a means by which the employee may obtain

referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 8.14. Discipline.

All discipline is situations involving a positive drug/alcohol test shall be administered as follows:

A. First Positive

In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee's agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, including and "after-care" group for a period of up to twelve (12) months; and
4. Submit to random testing during working hours during the period of after-care treatment

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge.

B. Second Positive

Employees who test positive on the confirmatory test of drugs or alcohol while the employee is then undergoing treatment, as provided in A (1) and (3) of Section 8.14. above, shall be subject to discharge provided that the discharge penalty shall be commuted to a suspension not to exceed thirty (30) calendar days if the employee agrees to renew his treatment program as provided in paragraph A of this Section.

C. Any Additional Positive

Employees who test positive on the confirmatory test for drugs or alcohol on a second occasion when not undergoing treatment as provided in (1) and (3) of Section 8.14 or on a third occasion at any time shall be subject to discharge without possibility of mitigation or commutation. The Superintendent is hereby empowered by contract to impose such penalty, and neither the Board of Fire and Police Commissioners nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty.

This Section 8.14 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge.

1. Because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol;
2. For selling, purchasing or delivering any illegal drug during the workday while off duty or for using any illegal drug while on duty;
3. An employee's failure to cooperate in drug and/or alcohol testing (as described in Section 24.15 of this Article);
4. An employee's falsification or attempt to falsify in any way the results of his/her own or any other person's drug and/or alcohol tests
5. Any employee committing any of the acts prohibited in Section 8.3 herein: or
6. An employee's failure to perform any of the requirements found in Section 8.4 herein.

In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Police Department life, limb or property).

Section 8.15. Behavior That Constitutes Refusal to Submit.

The following behavior by an employee will constitute a refusal to submit to drug and/or alcohol testing:

- A. Failure to provide sufficient quantities of breath for breath testing;
- B. Failure to provide a urine sample within a reasonable period of time (not to exceed 2 hours from the time the employee received the notice to submit to testing) even after being provided with ample liquids and opportunity unless there are extenuating medical conditions;
- C. Feigning illness when such employee has been informed or when such employee is anticipating a drug and/or alcohol test;
- D. Failing to remain readily available for post-accident testing or leaving the scene of an accident without a valid reason prior to submitting to a drug and/or alcohol test.
- E. Tampering with a urine test:
- F. Refusing or failing to complete a step in the drug testing process (e.g., failing to report to the collection site.)

Section 8.16. Confidentiality of Test Results.

The results of drug and alcohol tests will be disclosed to the person tested, the Superintendent, the designated representative of the Union, and such other officials as may be

mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 8.17. Insurance Coverage.

If further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan. However, if the Town's healthcare plan does not cover an Employee Assistance Program, the Town shall be responsible for the costs of such plan.

Section 8.18. Testing After an On-Duty Shooting

The Town may require any officer involved in an on-duty shooting to submit to alcohol and/or drug testing following such shooting. Testing will be mandatory following a shooting involving a fatality.

1. Timing of Test. The officer(s) involved must submit to drug and/or alcohol testing as soon as practicable after the officer involved shooting, but no later than the end of their shift or tour of duty.
2. Available for Testing. Any officer who fails to remain readily available for testing following an on-duty shooting without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.
3. Transportation to Collection Site. The Investigating Officer shall transport or arrange transportation for the officer to be tested to the collection site and, after testing, to such officer's home.
4. Following Collection. After submitting to the drug and/or alcohol testing, the officer will not be allowed to return to work pending the results of the drug test. However, Patrol Officers shall continue to be compensated for regularly scheduled work days while waiting for the results of tests undertaken pursuant to Section 8.18 (4)

ARTICLE 9 **BOARD OF FIRE AND POLICE COMMISSION**

The Town's Board of Fire and Police Commission ("Commission") has, and retains, certain statutory authority over Patrol Officers covered by the terms of this Agreement, including the right to make, alter and enforce various rules and regulations of the Fire and Police Commission, except as otherwise limited in this Agreement. Any dispute or difference of opinion concerning matters or issues which are subject to the jurisdiction of the Commission shall be presented to the Commission unless otherwise provided herein.

ARTICLE 10 **GRIEVANCE AND ARBITRATION**

Section 10.1 Grievance Definition.

It is mutually desirable and hereby agreed that all grievances shall be handled in

accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by a Patrol Officer or a group of Patrol Officers (with respect to a single common issue) against the Town, involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted. By mutual agreement, the Town and the Council may by-pass any step in the grievance procedure and proceed to the next step.

Section 10.2 Processing of Grievances

Grievances concerning all matters shall be processed according to the following procedures:

STEP ONE

The Patrol Officer with or without a Council representative, may take up a written grievance with the Superintendent within fifteen (15) calendar days of its occurrence, or circumstances giving rise to a grievance or when first known by the grievant. The Superintendent of Police or his/her designated representative shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the Patrol Officer his immediate supervisor or Shift Command and Council Representative withing ten (10) calendar days after receipt of the grievance. The Superintendent of Police shall render a decision, based on the supplied information during the meeting, within fifteen (15) calendar days of the meeting. Submission of the written grievance to the Superintendent, and the decision rendered by the Superintendent of Police, may be sent via electronic mail.

STEP TWO

If the grievance is not adjusted in Step One, the grievance shall be submitted to the Town President within ten (10) calendar days of the receipt by the Council of the Superintendent's response to the Step One procedure. A meeting shall be held at a mutually agreeable time and place with the Town President (or his/her representative) and the grievant and his Council representative (if any) within ten (10) calendar days, unless otherwise mutually agreed upon by the parties, to discuss the grievance and attempt to come to an equitable solution. All documentation in the possession of the grievant or the Council which supports the grievant's position should be submitted to the Town President at least five (5) calendar days prior to the meeting date. If the grievant submits documentation for the first time at the meeting, the Town President may choose to disregard it, or to postpone the meeting in order to review it. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Town President, or his/her designated representative, shall give the Council the Town's answer within ten (10) calendar days following their meeting. Submission of the written grievance to the Superintendent, and the decision rendered by the Superintendent of Police, may be sent via electronic mail.

STEP THREE

If the grievance is not settled in Step Two, the Council may choose to have the matter brought to binding arbitration. The Council must notify the Town of its decision to advance the grievance to arbitration within fifteen (15) calendar days of the Town's answer in Step Two. Such notification may be delivered to the Town via email.

A. Arbitration shall proceed in the following manner:

1. The Town and the Council shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list each party shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking shall be determined by a coin toss. Each party reserves the right to strike an entire list and obtain a substitute list at its own cost. Alternatively, the parties may choose an arbitrator by agreement or create a mutually agreed upon permanent panel of arbitrators.
2. The arbitrator shall promptly review the charges and confer with the parties to the hearing as necessary. The arbitrator may hold a hearing, with the scope of such hearing at his or her sole discretion. The arbitrator shall have the authority to issue subpoenas for the attendance of persons and for the production of documents and other relevant items. The arbitration hearing shall be scheduled at an agreeable time and place. The hearing shall be open only to the parties in interest, including Town officials and members of the bargaining unit, unless mutually agreed otherwise. The parties may agree to submit more than one (1) grievance to the same arbitrator and may agree to consolidate similar grievances before a single arbitrator.
3. The arbitrator shall use his or her best efforts to issue a written decision not later than sixty (60) calendar days from the date of the hearing.
4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.
5. The decision of the arbitrator shall be binding on the parties to the hearing.
6. The costs and fees of the arbitrator shall be borne equally by the Council and the Town, as well as fees of any court reporter/stenographer, if utilized. Each party shall be responsible for its own costs, including attorney's fees and transcript fees.
7. The Town will release the grieving Patrol Officer from duty with pay to attend a grievance hearing. The Patrol Officer will receive no compensation for time spent at the hearing if the hearing does not occur during the Patrol Officer's duty hours. Neither witnesses nor Council representatives shall be paid additional compensations or overtime compensation if the hearing cannot be held during their normal working hours.
8. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

Section 10.3 Waiver and Settlement of Grievance.

- A. If a Patrol Officer fails to bring his or her grievance within fifteen (15) calendar days of the circumstances giving rise to the grievance or when such circumstances giving rise to such grievance are known to the Patrol Officer the Patrol Officer waives his or her grievance.

- B. If a Patrol Officer fails to appeal his or her grievance to the next step of the grievance procedure within the time limits specified in each step, his or her grievance will be considered settled on the basis of the last decision. No further action may be taken on a settled grievance.
- C. If the Town fails to meet a deadline, the grievant or the Council may advance the grievance to the next step, including arbitration.

Section 10.4 Appeal of Disciplinary Disputes.

The appeal of all disciplinary disputes shall be processed through the provisions found in Article 11.

ARTICLE 11
DISCIPLINE

If the Superintendent, or the Superintendent's designee, decides to discipline or institute disciplinary action against a Patrol Officer, the procedures set forth below shall apply.

A. Superintendent's Authority to Discipline.

The Superintendent, or the Superintendent's designee, shall have the disciplinary authority:

- 1. To orally reprimand or warn a Patrol Officer.
- 2. To reprimand in writing a Patrol Officer.
- 3. To suspend without pay a Patrol Officer up to a maximum of five (5) calendar days.
- 4. To file charges against a Patrol Officer seeking the following penalties:
 - a. a suspension without pay of more than five (5) calendar days
 - b. discharge.
- 5. To suspend an officer with pay pending an investigation.

B. Disciplinary Action and Employee Recourse

- 1. Written Reprimand. If the Superintendent or the Superintendent's designee decides to impose a written reprimand on a Patrol Officer, the Patrol Officer must be given a copy of the written reprimand. Oral and written reprimands shall be considered final and a Patrol Officer cannot appeal them or grieve them.
- 2. Suspend a Patrol Officer with Pay Pending Investigation. If the Superintendent decides to suspend a Patrol Officer with pay pending an investigation, the Superintendent, or such designee, shall notify the affected Patrol Officer prior to the start of the suspension and such a decision shall not be subject to any appeal

herein.

3. Suspensions of Five (5) Days or Less. If the Superintendent decides to impose a suspension without pay of five (5) days or less, the Superintendent, or such designee, shall notify the affected officer and notify the Cicero Board of Fire and Police Commission in writing of such suspension. Within ten (10) calendar days of the service of the suspension, the Patrol Officer must decide whether to appeal the suspension before the Cicero Board of Fire and Police Commission or before an arbitrator, and must complete and serve the Election Form, attached as Appendix B on the Town. Such arbitration hearing shall proceed as provided below while hearings before the Commission shall proceed pursuant to their lawfully constituted rules. If the officer opts to proceed before an arbitrator, the Superintendent and/or the Superintendent's designee may meet with the Union at a time mutually agreed upon, in an effort to possibly settle the matter and to avoid a costly arbitration.
4. Suspensions Of More Than Five (5) Days. If the Superintendent decides to initiate discipline of a Patrol Officer seeking a suspension without pay of more than five (5) calendar days, the Superintendent, or such designee, shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the Patrol Officer involved. Within ten (10) calendar days of the service of the charges, the Patrol Officer must decide whether to proceed before the Cicero Board of Fire and Police Commission or before an arbitrator, and must complete and serve the Election Form, attached as Appendix B on the Town. Such arbitration hearing shall proceed as provided below while hearings before the Commission shall proceed pursuant to their lawfully constituted rules.
5. Initiate Discipline Seeking Discharge. If the Superintendent decides to initiate discipline of a Patrol Officer in the form of termination, such discipline shall proceed in the following manner:
 - a. Within ten (10) calendar days after the officer receives notice of the charges/intent to discharge, the Patrol Officer must decide whether to proceed before the Cicero Board of Fire and Police Commission or before an arbitrator, and must complete and serve the Election Form, attached as Appendix B on the Town.
 - b. If the Patrol Officer decides to proceed to arbitration, such Patrol Officer must attend a meeting with the Town President (or his/her designee). A meeting shall be held at a mutually agreeable time and place with the Town President (or his/her designee) and the Patrol Officer and his/her Council representative (if any) within five (5) calendar days of such election, unless otherwise agreed upon, to discuss the charges. At or before this meeting, the Town will present to the Patrol Officer written notice of the charges against him or her. At the meeting the Town will outline the evidence against the Patrol Officer and the Patrol Officer will have an opportunity to respond to the evidence and present his or her version of the events. Following this meeting, the Town President may:
 - i. Suspend the Patrol Officer without pay pending the arbitration

hearing;

- ii. Suspend the Patrol Officer with pay pending the arbitration hearing;
- iii. Withdraw the charges against the Patrol Officer;
- iv. Recommend that the Superintendent seek a lesser penalty;
- v. Impose one or more of the penalties for which no hearing is required under Section 1 of this Article.

The Town President's decision shall be reduced to writing within ten (10) calendar days of the meeting, and if a hearing is still required it will proceed as provided below. If the Town President fails to respond to the Patrol Officer within ten (10) calendar days of the meeting, the grievance will be deemed ripe for arbitration at the Council's request.

- c. If a Patrol Officer decides to proceed before the Cicero Board of Fire and Police Commission, within five (5) calendar days of such election, the Cicero Board of Fire and Police Commission, or a hearing officer appointed by the Commission, will conduct a preliminary hearing on the charges against the Patrol Officer. At or before this hearing, the Town will present the Patrol Officer with written notice of charges against him or her. At the hearing, the Town will outline the evidence against the Patrol Officer and the Patrol Officer will have an opportunity to respond to the evidence and to present his or her version of events. Following this hearing, the Cicero board of Fire and Police Commission, or a hearing officer appointed by the Commission, will either:
 - i. Suspend the Patrol Officer without pay pending the arbitration hearing;
 - ii. Suspend the Patrol Officer with pay pending the arbitration hearing;

C. Hearings.

The Election Form is the only procedural mechanism necessary to determine in which forum the disciplinary hearing will be held (no grievance need be filed by a Patrol Officer seeking arbitration of his charges). If the Patrol Officer fails to timely serve the Election Form on the Town, the Town may choose the forum in which the disciplinary hearing will be held. Based upon the forum selected, the hearing shall be held as follows:

1. Pre-Hearing

Prior to the scheduling of any hearing, representatives of the Town and the Council shall meet and try to resolve any disciplinary dispute.

2. Hearing before an Arbitrator

- a. The Town and the Council shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list each party shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. Each party reserves the right to strike an entire list and obtain a substitute list at its own cost. Alternatively, the parties may choose an arbitrator by agreement or create a mutually agreed upon permanent panel of arbitrators.
- b. The arbitrator shall promptly review the charges and confer with the parties to the hearing as necessary. The arbitrator may hold a hearing, with the scope of such hearing at his or her sole discretion. The arbitrator shall have the authority to issue subpoenas for the attendance of persons and for the production of documents and other relevant items. The arbitration hearing shall be scheduled at an agreeable time and place. The hearing shall be open only to the parties in interest, including Town officials and members of the bargaining unit, unless mutually agreed otherwise. The hearing shall be open only to the parties in interest, unless mutually agreed otherwise.
- c. The arbitrator shall use his or her best efforts to issue a written decision not later than sixty (60) calendar days from the date of the hearing.
- d. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.
- e. The decision of the arbitrator shall be binding on the parties to the hearing.
- f. The costs and fees of the arbitrator shall be borne equally by the Council and the Town, as well as the fees of any court reporter/stenographer if utilized. Each party shall be responsible for its own costs, including attorney's fees and transcript fees.
- g. The Town will release the Patrol Officer against whom the charges are brought from duty with pay to attend a grievance hearing. The Patrol Officer will receive no compensation for time spent at the hearing if the hearing does not occur during the Patrol Officer's duty hours. Neither witnesses nor Council representatives shall be paid additional compensations or overtime compensation if the hearing cannot be held during their normal working hours.
- h. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.
- i. If the arbitrator determines that the disciplinary action is not supported by

just cause, the arbitrator shall have the authority to rescind or modify the action and order that the Patrol Officer be made whole for any losses incurred as a result of the disciplinary action, or portion thereof, that is not sustained by the arbitrator. Any monetary award (back pay, etc.) may be offset by the arbitrator against all other income from any source.

- j. With regard to arbitrations of suspensions five (5) days or less, the parties may agree upon measures to expedite the arbitration process in order to hold down costs. The parties may also agree to use the same arbitrator for multiple cases on the same day.

3 Hearing before the Board of Fire and Police Commission

- a. The Board of Fire and Police Commission shall promptly review the charges. A hearing shall be held in accordance with the rules and regulations of the Cicero Board of Fire and Police Commission and any and all applicable statutes of the State of Illinois.
- b. If the Board of Fire and Police Commission determines there is or is not just cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its rules and regulations.

D. Appeals.

- 1. Oral and written reprimands shall be considered final and a Patrol Officer cannot appeal them or grieve them. Any suspension or discharge may be appealed to arbitration or Board of Fire and Police Commission at the Patrol Officer's election as set forth herein.
- 2. The decision of the arbitrator or the Board of Fire and Police Commission, whichever is applicable, with respect to the imposition of a suspension, or discharge shall be final and binding on the Patrol Officer, the Council and Town, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option selected:
 - a. Board of Fire and Police Commission Option: Any appeal of a Board of Fire and Police Commission's decision shall be in accordance with the provisions of the Administrative Review Act, 735 ILCS 5/3-101, et seq.
 - b. Arbitration Option: Any appeal from an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act, as provided in 710 ILCS 5/1, et seq.

E. Waiver of Appeal To Board of Fire and Police Commission

Any appeal through the arbitration procedure shall also be signed by a representative of the Council and shall also contain a signed statement from the Patrol Officer waiving any and all rights to have the appeal heard through the Board of Fire and Police Commission, a copy of which is attached as Appendix B. Any appeal from a disciplinary action filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it.

F. Conflict With Other Laws

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the Illinois Public Labor Relations Act ("IPLRA"), the foregoing provisions with respect to discipline, appeals and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisos that might otherwise be applicable.

In the event any other clause, term, section, condition or provision of this Agreement is in conflict with this section, this section shall control. The Town and Council agree that if either elects to challenge or appeal the validity of this section, then the challenging party shall bear, and reimburse the other for, the total cost of such challenge or appeal.

ARTICLE 12
LABOR-MANAGEMENT CONFERENCES

Section 12.1. Purpose.

The Council and the Town mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Town. Such meetings may be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Town which may affect Patrol Officers.

The Town and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties both parties shall meet as necessary.

Section 12.2. Labor-Management Conferences.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. However, in an effort to resolve grievances, or to address perceived problems before they become formal grievances, the parties may discuss and consider such issues at "labor-management conferences". Negotiations for the purpose of altering any or all of the terms of this Agreement shall not be carried on at these meetings, unless mutually agreed otherwise by the parties.

Section 12.3. Attendance.

When the Town and the Council agree that absence from work is required to attend

"labor-management conferences", Council members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Council members attending such conferences shall be limited to four (4), but not more than two (2) from the same shift. Travel expenses associated with any "labor-management conferences" shall be the responsibility of the Patrol Officer.

ARTICLE 13 **LAY-OFF**

- A. Where there is an impending lay-off with respect to the Patrol Officers in the bargaining unit, the Town shall inform the Council in writing as soon as practicable prior to such lay-off. Lay-offs may be initiated by the Town only where the Town makes a reasoned decision that a lay off is necessary. The Town will provide the Council with the names of all Patrol Officers to be laid off prior to the lay-off.
- B. Probationary Officers, temporary and Part-Time Officers shall be laid-off first, then Patrol Officers shall be laid off in accordance with their seniority, provided that the remaining Patrol Officers possess the skill and ability to perform the remaining work without further training. In this instance, the Patrol Officers with the least amount of seniority shall be laid off first. If the Patrol Officer(s) who has greater seniority does not possess the ability to perform the remaining work without further training, then the Town may take a Patrol Officer's skill and ability into account, along with seniority, when making the decision on which Patrol Officer(s) will be laid-off. Any Patrol Officer shall receive notice in writing of the lay-off at least thirty (30) calendar days in advance of the effective date of such lay-off(s).
- C. No Patrol Officer will be hired to perform or permitted to perform those duties normally performed by a Patrol Officer while any Patrol Officer is on lay-off status, (so long as the Patrol Officer on lay-off is qualified to return to duty).
- D. Any Patrol Officer who has been laid-off shall be placed on the appropriate reinstatement list for one (1) year and shall be recalled on the basis of seniority in the Police Department, ability and skill to perform the work in question without further training.
- E. A Patrol Officer must notify the Town as to whether he or she will be returning to work within seven (7) calendar days from the date such Patrol Officer receives a notice recalling him or her to work.
- F. The Town has the right to hire new Patrol Officers rather than recall laid-off Patrol Officers if there is no one in the bargaining unit who has the skill and ability to perform the work.

ARTICLE 14 **MAINTENANCE OF STANDARDS**

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Town shall notify the Council. The Town shall meet and discuss such change with the Council before it is finally implemented. Any change made without such notice and meeting(s) with the Council shall be considered

temporary pending the completion of such discussions. This article is not intended to limit in any way those management rights recognized in Article 4 of this Agreement.

ARTICLE 15 **PATROL OFFICER SECURITY**

Section 15.1. Just Cause Standard

No non-probationary Patrol Officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 15.2 File Inspection

A. The Town shall, upon request in writing by a Patrol Officer, permit the Patrol Officer to inspect any personnel documents which are, have been or are intended to be used in determining that Patrol Officer's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except a Patrol Officer shall not be permitted to inspect the following:

1. Letters of reference;
2. Any portion of a test document, except that the Patrol Officer may see a cumulative total test score for either a section of or the entire test document;
3. Materials relating to the Town's staff planning where the materials relate to or affect more than one Patrol Officer, provided, however, that this exception does not apply if such materials are, have been or are intended to be used by the Town in determining an individual Patrol Officer's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual Patrol Officer's discharge or discipline;
4. Information of a personal nature about a person other than the Patrol Officer if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
5. Records relevant to any other pending claim between the Town and the Patrol Officer which may be discovered in a judicial proceeding;
6. Investigatory or security records maintained by the Town to investigate criminal conduct by a Patrol Officer or other activity by the Patrol Officer which could reasonably be expected to harm the Town's property, operations, or business or could by the Patrol Officer's activity cause the Town financial liability, unless and until the Town takes adverse personnel action based on information in such records.

A. The Town shall permit two (2) inspection requests by a Patrol Officer in a calendar year.

- B. The Town shall provide the Patrol Officer with the inspection opportunity within ten (10) calendar days after the Patrol Officer makes the request or if the Town can reasonably show that such deadline cannot be met, the Town shall have an additional ten (10) calendar days to comply.
- C. The inspection shall take place at a location reasonably near the Police Department headquarters and during normal working hours or at a place other than where the records are maintained if that time or place would be more convenient for the Patrol Officer.
- D. No Patrol Officer shall be permitted to remove any part of such personnel records or any part of such records from the place where such records are made available for inspection.
- E. If a Patrol Officer demonstrates that he or she is unable to review his or her personnel records at the inspection site, the Town shall, upon the Patrol Officer's written request, mail a copy of the requested record to the Patrol Officer, at the Patrol Officer's expense.
- F. After reviewing his or her records, a Patrol Officer may obtain a copy of the information or part of the information contained in the Patrol Officer's personnel record, at the Patrol Officer's expense.

Section 15.3 Limitation On Use of File Material.

Personnel record information which was not included in the personnel record but should have been as required above, shall not be used by the Town in an arbitration hearing or judicial proceeding.

However, personnel record information which, in the opinion of the judge, hearing officer or arbitrator, was not intentionally excluded from the personnel record may be used by the Town in the proceeding if the Patrol Officer agrees or has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the Patrol Officer.

- A. Files, including any materials contained therein, containing disciplinary material and/or information relating to oral reprimands shall not be used adversely to the Patrol Officer's interests one (1) year from the date the reprimand is issued.
- B. Files, including any materials contained therein, maintained by the Town relating to written reprimands which are more than two (2) years old, except those showing a pattern or practice of the same misconduct, shall not be used adversely to the Patrol Officer's interests unless there has been a disciplinary infraction during the two (2) year period.
- C. Files, including any materials contained therein, maintained by the Town, containing disciplinary material and/or information related to suspensions or Fire and Police Commission cases or as may be ordered by a Court may be used adversely to the Patrol Officer's interests.

Section 15.4 Auxiliary Officers

Any use of auxiliary police officers shall comply with the requirements of 65 ILCS 5/3.1-30-20, unless otherwise mutually agreed to by the parties.

Section 15.5 Part-Time Officers.

Any use of Part-Time Police Officers shall comply with the requirements of 65 ILCS 5/3.1-30-21.

ARTICLE 16
HOURS AND OVERTIME

Section 16.1 Hours of Work.

All time in excess of the hours worked in a normal work week, forty (40) hours, Sunday through Saturday, shall be compensated as provided in this Article.

Each Patrol Officer shall be allowed a thirty (30) minute meal period during each tour of duty. This meal period shall be considered out of service time, during which the Patrol Officer shall be subject to emergency calls only. Patrol Officers will be allowed to take periodic coffee breaks (generally no more than two (2), for no more than fifteen (15) minutes each) as long as they are not out of service, and properly perform their assignments. "Coffee" breaks are meant to refresh and invigorate the Patrol Officer, due care should be taken to present the proper professional image and not invite public criticism.

All overtime in excess of the hours required of a Patrol Officer, by reason of the Patrol Officer's regular duty, whether of an emergency nature or non-emergency nature, shall receive one and one-half (1 ½) times their actual hourly rate of pay for work performed in excess of the normal forty (40) hour work week. For purposes of calculating hours for over-time compensation, all compensated hours, such as vacation, sick leave, holidays, and other compensated time off shall be counted in the normal work week.

Patrol Officers may opt to take overtime in compensatory time due, calculated at the same overtime rate. Compensatory time must be used within two separate six (6) month intervals. Up to a maximum of forty-eight (48) hours semi-annually may be accumulated. All hours not used within each separate six (6) month intervals, shall be paid out during the first pay period in June, and the first pay period of December, and will be paid off at the Patrol Officer's then current hourly rate of pay (based on the time and one-half formula).

In the event an emergency is declared by the Town, as many of the Patrol Officers as deemed necessary shall be continued on duty for such number of hours as may be necessary, but all such Patrol Officers shall be granted the applicable overtime rate.

Section 16.2 Call Back.

A Patrol Officer who is called back to work to correct his own error, which can not wait until the Patrol Officer's next regular tour of duty, may not be compensated. Any dispute as to the implementation of this provision is subject to the Grievance and Arbitration procedure set forth herein, and all call back shall be paid at the appropriate overtime rate with a minimum of two (2) hours.

Section 16.3 Court and Deposition Pay.

Patrol Officers required to attend or remain on stand-by for court, outside their regular work hours, shall be compensated at the overtime rate, with a minimum of two (2) hours, or the actual time spent in court, whichever is greater. Patrol Officers required to attend court (or deposition) while off-duty shall receive a minimum of three (3) hours, or the actual time spent, whichever is greater. This pay only applies when the Patrol Officer is appearing on behalf of the Town, or in his/her official capacity as a Patrol Officer; it does not apply if the Patrol Officer is a party in a case unrelated to his profession or a plaintiff in any case.

In addition, the Patrol Officer shall receive the current IRS rate per mile for court or deposition attendance, when such Patrol Officer uses a non- departmental vehicle (private vehicle). For the purposes of calculation, the Cicero Town Hall shall be used to calculate round trip mileage.

Witness fees provided in civil proceedings which arise out of the Patrol Officers' employment shall be turned over to the Town in order to receive court compensation.

Section 16.4 Shift Selection.

Once each year, in September, Patrol Officers shall select their shift by departmental seniority. Each Patrol Officer shall list two (2) choices of shift. To the extent possible based upon operational needs, the Patrol Officers shall receive either their first choice, or if not possible, their second choice. Except for specialized assignments, once a Patrol Officer is assigned a shift and "day off key", the Patrol Officer shall not be transferred or reassigned without just cause. In any event, the Town will give Patrol Officers fourteen (14) days notice if a Patrol Officer's shift is changed or the Patrol Officer is removed from an assignment, unless by mutual agreement.

Section 16.5 Staffing.

In calculating staffing levels, especially as it may apply to granting time off requests, Patrol Officers and Part-Time Police Officers shall be counted as "working patrol street officers" on each shift. Time off requests shall be granted provided staffing levels do not fall below ten (10) working Patrol Street Officers per shift, absent extreme emergency. Also, absent extreme emergency, the Town shall give the Union at least thirty (30) day notice of any Town blackout dates.

Section 16.6 Shifts.

The patrol division shall continue to operate on a "4-2" schedule, based upon eight (8) hour shifts.

Should the Superintendent, during the term of this agreement, determine a change in shift hours (i.e., change to ten (10) hour shifts) is necessary, the Town and the Council agree to meet and discuss the impact of such decision. The Council reserves the right under such circumstances to further engage in impact bargaining, pursuant to Article 37 of this Agreement and the Illinois Public Labor Relations Act, 5 ILCS 315/1, *et seq.*

Section 16.7 Training Pay and Travel.

Patrol Officers shall be compensated for travel to approved training classes only when such training classes are held outside of Cook County (measured from Town Hall) and such compensation can be in the form of pay or compensatory time. Patrol Officers shall also receive the applicable IRS mileage rate per mile for travel when such Patrol Officer uses a personal automobile to travel to training classes.

ARTICLE 17 **INDEMNIFICATION**

In case any injury to the person or property of another is caused by a member of the Cicero Police Department, while such Patrol Officer is engaged in the performance of his or her duties as a police officer, the Town shall indemnify the Patrol Officer for any judgment recovered against him as a result of such injury or damage, except for the injury or damage which results from willful or intentional misconduct by the Patrol Officer, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-4-6.

Any Patrol Officer who, at the time of performing such action complained of, was a police officer who was made a party defendant to any action shall, within ten (10) calendar days of service of process upon him, notify the Town of the institution of such action. Such notice shall be in writing and shall be filed in the Office of the Town Clerk and the Town Attorney, either by the named Patrol Officer or his agent or attorney. The notice shall include a copy of the process served. The Town shall have the right to intervene in the suit against the Patrol Officer, shall be permitted to appear and defend, and otherwise control the litigation. The duty of the Town to indemnify any such Patrol Officer for any judgment recovered against him shall be conditioned upon, a) receiving notice of the filing of any such action in the manner and form herein above described, and

b) Patrol Officers shall be required to cooperate with the Town during the course of the investigation, administration, or litigation of any claim arising under this Article.

ARTICLE 18 **F.O.P. REPRESENTATIVE**

For the purpose of administrating and enforcing the provisions of this Agreement, the Town agrees as follows:

Section 18.1. Grievance Processing.

Reasonable time while on duty shall be permitted to Council representatives for the purpose of aiding or assisting or otherwise representing Patrol Officers covered by this Agreement, in the handling and processing of grievances or exercising other rights set forth in this Agreement. Such time shall be with approval of the immediate supervisor, which shall not be unreasonably withheld, and shall be without loss of pay.

Section 18.2. Conference Attendance.

A maximum of four (4) Patrol Officers chosen by the Council as delegates to the F.O.P. State or National Conference, will, upon written notice submitted to the Superintendent of Police at least twenty-eight (28) calendar days in advance, be granted the use of time off options for the period of time required to attend such Conference, not to exceed four (4) calendar days. Patrol Officers shall also be permitted to switch days off to accommodate such attendance. A maximum of two (2) days per person will be paid time off.

Section 18.3. Council Negotiating Team.

Members of the Council designated as being on the Council negotiating team, who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated negotiating team member is in regular time off or day off status, he will not be compensated for attending the session.

ARTICLE 19
SAFETY ISSUES

Section 19.1. Safety Committee.

The Superintendent of Police shall appoint a designee(s) to represent him in meeting with the Council to discuss safety issues.

The Designee(s) of the Superintendent of Police shall meet as the parties agree with the Council Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing by the Council.

Any report or recommendation which may be prepared by the Council or Designee(s) of the Superintendent of Police as a direct result of these meetings will be in writing and copies submitted to the Superintendent of Police and a representative of the Council.

Section 19.2. Disabling Defects.

No Patrol Officer shall be required to use any equipment that has been designated by both the Council and the Town as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Patrol Officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Town shall take all reasonable steps to protect Patrol Officers during their working hours in the performance of their duties.

Section 19.3. Cooperation.

The Town and the Council agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment, facilities, practices and procedures.

ARTICLE 20
BULLETIN BOARDS

The Town shall provide the Council with designated space on an available bulletin board in the Police Department, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

ARTICLE 21
LEAVES OF ABSENCE

Section 21.1. Funeral Leave.

The Town agrees to provide to the Patrol Officer leave, without loss of pay, as the result of a death in the family. Such leave shall consist of, but not be limited to, the date of death, through the day after the funeral, but not to exceed five (5) days. However, leave may be extended beyond the normal funeral leave, at the Patrol Officer's request, and at the Town's discretion, in the event that excessive travel is required, or unique circumstances are involved which adversely impact upon the Patrol Officer.

A family member shall be defined as the Patrol Officer's parents (including stepparents), spouse, children (including step or adopted), brothers and sisters (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren. Patrol Officers shall be allowed one (1) day, without loss of pay, for brother-in-law and sister-in-law, which may be increased by the Superintendent at his sole discretion.

Section 21.2. Military Leave.

The parties shall follow the controlling state and federal law, as it may change from time to time.

Section 21.3. Educational Leave.

Patrol Officers covered by this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed one (1) year, for the purpose of furthering advanced educational degrees, with the authorization of the Town President.

As a condition to such leaves, the Patrol Officer must waive all rights to immediate reinstatement in his/her position upon termination of leave and retain only the right to be appointed in the first vacancy in the position in which he/she has been employed.

Patrol Officers may choose to remain in the Town's insurance programs at their own expense.

ARTICLE 22
OVERTIME DUTIES

Section 22.1. General Principles.

All assigned overtime duties shall be offered to Patrol Officers covered by the terms of this Agreement. In non-emergency situations, the Superintendent or his designee, as a general rule, shall take every reasonable step to obtain volunteers for overtime assignments before requiring overtime work. However, volunteers will not necessarily be elected for work already in progress. Also, specific Patrol Officers may be selected for special assignments based upon specific skills, abilities and experience that he/she may possess.

Section 22.2. Distribution.

Overtime duties shall be offered to the Patrol Officers in accordance with the seniority list. Assignments shall be first offered to the most senior Patrol Officer on the list, who may accept or reject the assignment, and shall proceed in descending order until such assignment is filled. Once a Patrol Officer accepts or rejects an assignment, he shall not be eligible for future assignment until such time as all Patrol Officers on the list have had an opportunity for overtime assignment.

The local Council representatives may discuss these overtime assignment procedures with the Superintendent, or his designee, at Labor-Management Conferences.

Overtime assignments shall be offered to Patrol Officers covered by this Agreement in accordance with the following procedure:

1. Pre-scheduled overtime shall be posted and Patrol Officers shall make selections by rotating seniority, except if the nature of the assignment requires special skills or training, in which case, Patrol Officers who possess those skills may be selected without regard to seniority.
2. All other overtime shall be offered to Patrol Officers covered by this Agreement by rotating seniority in the following order:
 - a) The "on duty" shift. If the overtime is a full shift, the "on duty" shift shall be offered the first half of the overtime; then
 - b) The subsequent shift to the overtime. If the overtime is a full shift, the subsequent shift shall be offered the second half of the overtime; then
 - c) all other Patrol Officers; then
 - d) the least senior Patrol Officer on the shift that is currently working shall be ordered, but for no more than half of any shift.

ARTICLE 23 WORKING OUT OF CLASSIFICATION

Any Patrol Officer who works in a position or rank senior to that which he normally holds shall be paid at the hourly rate for that senior position or rank while so acting, excluding the vacation of the Officer In Charge ("OIC"). For purposes of definition, senior rank shall be defined as a Sergeant. This Article shall not apply to desk assignments which result from light duty status. The Superintendent shall determine the OIC. On duty Patrol Officers shall be offered the OIC position in descending order of seniority as needed on a day-to-day division basis. Long term vacancies requiring an OIC that will exceed 30 calendar days shall be determined by the Sergeant's Eligibility List in descending order by division. Patrol Officers eligible for OIC pay must work the designated assignment for the duration of the shift.

ARTICLE 24 **SENIORITY**

Section 24.1. Definition.

As used herein, the term "Seniority" shall refer to and be defined as the continuous length of service or employment with the Town from date of last hire as a sworn police officer.

Section 24.2. Use in Selection of Vacation.

Patrol Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in a particular rank.

Section 24.3. Use in Promotions.

In considering Patrol Officers for promotion, seniority shall in competitive testing, be used as a tie breaker.

Section 24.4. Seniority List.

The Town shall prepare a list setting forth the present seniority dates for all Patrol Officers covered by this Agreement. Such list shall finally resolve all questions of seniority affecting Patrol Officers under this Agreement. Disputes as to seniority listing shall be resolved through the Grievance Procedure. Any dispute within a unit as to the selection of time off shall be resolved by use of seniority.

Section 24.5. Seniority Terminated.

A Patrol Officer shall have his seniority broken when he:

- 1) quits; or
- 2) is discharged for just cause; or
- 3) accepts gainful employment while on an approved leave of absence from the Police Department; or
- 4) is absent for three (3) consecutive work days, without proper notification or authorization.

Section 24.6. Leaves of Absence.

Patrol Officers will not continue to accrue seniority credit for time spent on authorized unpaid leaves of absence, unless otherwise required by law.

Section 24.7. Use in Day Off Group Assignments

The Town shall continue to assign Patrol Officers day off groups and assignments, which shall then be awarded on the basis of seniority, except that the Town, in constituting day off

groups, may consider factors other than seniority based on bona fide staffing reasons affecting operations, such as assuring diversity in gender and second language competencies.

ARTICLE 25 **SICK LEAVE ACCRUAL**

Section 25.1. Purpose.

Paid Sick Leave is a benefit to be used by a Patrol Officer for his/her own personal illness or disability, including that relating to pregnancy and childbirth. Up to a maximum of four (4) days annually may also be used for the illness or disability of an immediate family member requiring the Patrol Officer's presence or to keep medical or dental appointments which cannot otherwise be scheduled on off-duty time (this is not additional sick leave, but rather use of accumulated sick leave benefits).

Section 25.2 Sick Leave Accrual.

All Patrol Officers covered by the terms of this Agreement shall be entitled to sick leave benefits in accordance with the following provisions:

1. Paid sick leave shall be earned and accumulated at the rate of one (1) day per month.
2. Paid sick leave may be accumulated to a maximum of two hundred (200) days.
3. Upon separation in good standing, the Town will buy back a maximum of one hundred fifty (150) days.
4. Patrol Officers who currently have in excess of ninety-six (96) sick days banked shall retain said accumulation then apply #1 above from that point forward.

Section 25.3 General Provision.

- A. Any Patrol Officer covered by the terms of this Agreement, who receives a job-related injury or illness shall be governed by the provisions of 5 ILCS 345/1. No Patrol Officer who is covered by a work-related injury or illness, shall lose any benefit contained in this Agreement.
- B. Light duty assignments identified below will be assigned on the basis of seniority, as they are available. There shall be no permanent light duty assignments. Any Patrol Officer assigned to light duty will be expected to return to full active duty immediately upon his recovery from injury or illness.
- C. Any dispute concerning an order by the Town or a request by the Patrol Officer to place a Patrol Officer on light duty, to return a Patrol Officer to full service and regular duty from light duty, or return from medical leave status, shall be resolved in accordance with this paragraph.

1. The Patrol Officer shall be examined by a physician chosen by him, and a physician chosen by the Town.
2. Should the physicians fail to concur with one another, the Patrol Officer will be examined by a third physician, to be agreed upon by the parties hereto. The decision of the physician so chosen shall control. The Patrol Officer shall make him or herself available and shall submit to such examination within fourteen (14) days of the selection of the third physician, unless the physician is unavailable to schedule the examination within fourteen (14) days, in which case it shall be scheduled at the earliest date the physician is available.
3. The Union and Town shall first attempt to agree upon the third physician to conduct the examination. If the Union and Town are unable to agree upon the third physician, then they shall each submit two (2) proposed physicians to an arbitrator, who shall then select a physician. If, due to the Patrol Officer's medical condition, an examination is appropriate by physicians of more than one specialty, then the third physician for each specialty shall be chosen pursuant to this Section. If the Union and Town are unable to agree upon an arbitrator, they shall jointly request a panel of seven (7) arbitrators from FMCS who shall be selected in the same manner as they are in Step Three of the grievance procedure, Section 10.2(A)(1) above. The arbitrator shall advise the parties of the physician chosen within fourteen (14) days of their appointment as arbitrator. D.
4. The light duty positions to which Patrol Officers may be assigned as available are: desk officer, records clerk, and radio.

Section 25.4. Use of Sick Time.

In the event a Patrol Officer is unable to work due to illness or injury, he/she must inform his/her supervisor at least one (1) hour prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in the loss of pay. Patrol Officers will comply with such reporting rules as may be established by the Superintendent of Police.

The Town retains the right to take corrective steps to deal with abuse of sick leave or if a Patrol Officer has prolonged and/or frequent and regular absences which hinder the conduct of his/her responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action including dismissal.

Any Patrol Officer who is absent due to illness on the day immediately preceding or immediately following a holiday or regular day off, may be required to undergo an examination by a physician employed by and whose services are paid by the Town.

Section 25.5. Family and Medical Leave.

All eligible Patrol Officers are covered by the Federal Family and Medical Leave Act ("FMLA"), and as such are eligible for up to twelve (12) weeks of unpaid leave, per calendar year, in the event of the birth, adoption or foster care of a child; serious health condition of an immediate family member requiring inpatient care, including home health care, or continuing

treatment by a provider. Patrol Officers must submit a written notice as far in advance as practical before taking such leave. The Patrol Officer may elect, but not be required, to use some or all of their accrued, paid, leave time (i.e. vacation, compensatory time, holidays, etc.), prior to going out on an unpaid leave. In all other respects the Town shall comply with the provisions of the FMLA, and the Patrol Officer agrees to satisfy his/her obligations under the FMLA.

Section 25.6. Americans with Disabilities Act.

The Town may take reasonable steps to comply with the Americans with Disabilities Act, provided that such action is not inconsistent with the terms of this Agreement. In the event that the Town's action is inconsistent with this Agreement, the Town shall give sixty (60) calendar days notice to the Council, and upon written request from the Council, commence negotiations over the issues, subject to the Resolution of Impasse Procedure contained in the Agreement.

Section 25.7 Officers with Long-Term Absence from Work

When an employee is absent from work, for reasons related to either an on-the-job or an off-the-job injury or illness, the parties agree it is in everyone's best interest to ensure the employee is aware of his rights and benefits. Therefore, if an employee is off from work with an injury or illness for more than three (3) consecutive months, the employee, the Union, the Employer will endeavor to meet in an effort to share information regarding the employee's rights and benefits and, if possible, information regarding the employee's anticipated return to work. The parties shall allow members of the Police Pension Board to attend the meeting if their presence is deemed helpful.

The employee will not be required to present any information regarding confidential medical issues at this meeting, but it may include discussions about the employee's anticipated return to work to full duty.

ARTICLE 26
HEALTH INSURANCE

Section 26.1 Coverage

The Town will offer to Patrol Officers covered by this Agreement Life, Dental and Medical Insurance under the terms and conditions and at substantially the same benefit levels set forth in each plan in effect as of the date of this Agreement. A copy of the Health Care Benefits Summary Plan Description of each plan is attached hereto as Appendix C.

Section 26.2 Premium Contribution

On January 1, 2015, the Patrol Officer will pay the lesser of (a) seven and a half percent (7.5%) of the premium for the 750 Plan or the 1500 Plan or (b) the smallest percentage premium contribution that is being paid by any unrepresented Town employee toward these plans, for any coverage level (employee, employee plus one, or family coverage) selected by the Patrol Officer. On January 1, 2015, the Patrol Officer will pay the lesser of (a) twelve and a half percent (12.5%) of the premium for the 200 Plan or (b) the smallest percentage premium contribution that is being paid by any unrepresented Town employee toward this plan, for any coverage level (employee, employee plus one, or family coverage) selected by the Patrol Officer.

Upon execution of this Agreement, the Patrol Officer will pay fifteen percent (15.0%) of the premium for all health insurance plans offered by the Town for any coverage level (employee, employee plus one, or family coverage) selected by the Patrol Officer.

Section 26.3 Changes in Plans, Benefits or Coverage

The Town reserves the right to continue to self-insure, become fully insured, and/or to participate in a health maintenance organization as it deems appropriate, so long as the Town provides substantially the same group Health and Life, Dental, and Medical Insurance plans, benefits and coverage in effect as of the date of this Agreement.

However, prior to making changes to the plans, benefits and coverages of the Life, Dental, and Medical Insurance plans and prior to any agreements with insurers that would change the Life, Dental, and Medical Insurance plans, benefits and coverages, the Town will notify the Union at least thirty (30) days in advance of the implementation such changes and specify the precise nature of those changes.

Section 26.4 125 Plan

The Town shall institute a IRC Section 125 Plan whereby Patrol Officers are able to pay for their share of insurance premiums with pre-tax earnings. This plan shall remain in effect as long as it continues to be permitted under the Internal Revenue Code. The Town shall further work with the Union to study the augmentation of such 125 Plan whereby Patrol Officers may create accounts for unreimbursed medical expenses and child care expenses with pre-tax earnings.

Section 26.5 Terms of Plans Govern

The extent of coverage under the insurance plans referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 26.6 Retiree Contributions and Coverage

Patrol Officers who retire at age Fifty (50) with Twenty (20) years of service and elect to continue to receive medical insurance, shall be entitled to coverage under the Town plan then in effect for the Patrol Officer and the Patrol Officer's spouse (not children or other dependents). The cost of the medical insurance shall be paid 75% by the Town and 25% by the retired Patrol Officer. For officers hired after December 31, 2020, the cost of the medical insurance shall be paid 50% by the Town and 50% by the retired Patrol Officer. Upon the Patrol Officer or the Patrol Officer's spouse becoming entitled to Medicare, only the Medicare supplement shall be paid 50% by the Town and 50% by the Patrol Officer. Patrol Officers must elect to continue medical coverage at the time of retirement. It is not available at a later date. This Article shall apply only to Patrol Officers covered by this Agreement who retire after the effective date of this Agreement.

If the Town agrees that the Retired Police Sergeants of the Town shall pay a lower

percentage of their premium during the term of this agreement, the Town shall decrease the percentage contribution of the members to the same percentage.

ARTICLE 27
HOLIDAYS AND PERSONAL DAYS

Section 27.1. Holidays.

- A. The following thirteen (13) days shall be recognized (and observed on the federally observed date of the holiday, except for New Years Day, Easter, Independence Day, Christmas Eve Day and Christmas Day, which shall be recognized on the actual date of the holiday) as paid holidays:

New Years Day	Martin Luther King's Birthday
Washington's Birthday	Easter
Memorial Day	Juneteenth
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
Veterans Day	

- B. All officers covered by the terms hereof shall receive twenty-four (24) hours personal time off with pay each calendar year, to be taken at the time of their choosing, subject to approval by the Department. Upon graduation from the Academy, officers shall be given credit for such time at the rate of four (4) hours for each two (2) months' service after graduation for the calendar year in which they graduated up to a maximum of twenty-four (24) hours. Thereafter, they shall receive the same amount of personal time as other officers covered by this Agreement. Officer shall not be required to work during personal time, subject to the legitimate operational needs of the Department, provided that written notice of the personal time is given to the appropriate supervisor no later than three (3) days prior to the personal time is requested. The foregoing shall not preclude an officer from requesting personal time with less than three (3) days advance notice. If an officer cannot take all of the personal time within a calendar year, it shall be forfeited.

Officers who work the scheduled number of hours for each calendar year without using any sick leave days, as provided under this Agreement, shall be granted eight (8) additional hours of personal time to be taken in the next calendar year and if not taken it is forfeited.

Section 27.2 Holiday Compensation.

- A. Patrol Officers who are required to work on a holiday, shall receive one-half (½) of the normal scheduled hours as additional pay, and shall be granted an additional day off, at

the regular rate of pay, within the same calendar year. Such day off shall be taken at a time mutually agreed upon by the Patrol Officer and his/her supervisor.

- B. Patrol Officers whose regularly scheduled day off coincides with an established holiday, or who are on vacation, and are required to work that holiday, shall receive double the hourly rate of pay, in addition to another day off, at the regular rate of pay, within the same calendar year. Such additional day off shall be taken at a time mutually agreed upon by the Patrol Officer and his supervisor.
- C. Patrol Officers whose regular scheduled day off coincides with an established holiday, will be granted an additional day off, at the regular rate of pay, and at a mutually agreed time during the same calendar year.

Section 27.3 Personal Days.

Patrol Officers shall be entitled to receive, in addition to other days off specified herein, three (3) paid personal days off per year. Personal days off must be taken within the calendar year in which they are earned, and may not be carried forward without the written permission of the Superintendent of Police. If a Patrol Officer is unable to use Personal days, the Patrol Officer shall be paid off during the first pay period of December in the year in which they occur. Personal days off shall be taken at a time which is mutually agreed upon by the Patrol Officer and his supervisor and no time off request shall be unreasonably denied.

ARTICLE 28
EDUCATION INCENTIVE AND TUITION REIMBURSEMENT

Section 28.1. Education Incentive.

In addition to all other forms of compensation, the Patrol Officers shall receive an annual education incentive for degrees which have been obtained and which are related to the Patrol Officer's duties, or which have been approved by the Town as beneficial to the Town. The Patrol Officers shall receive annual compensation in accordance with the following schedule:

- a) Associate's Degree: \$750.00 per/yr.
- b) Bachelor's Degree: \$1000.00 per/yr.

The first two (2) years after a Patrol Officer qualifies for Educational Incentive, the Patrol Officer shall receive a stipend in the above appropriate amount. Beginning the third (3rd) year, the Educational Incentive shall be added to the Patrol Officer's base salary.

All educational incentive pay shall be paid in a separate check in the first pay period in December of each year of the Agreement.

Section 28.2. Tuition Reimbursement.

When a Patrol Officer is enrolled in an accredited university, college, junior college, or other educational program; and the course and/or degree program being undertaken is

related to the Patrol Officer's duties; and said courses or program have been pre-approved by the Town, the Town shall reimburse the Patrol Officer for one hundred percent (100%) of all tuition for courses (including on-line courses) in which either a grade of "A" or "PASSING" (as in PASS/FAIL courses) is obtained, seventy-five percent (75%) will be paid for any grade less than an "A" but greater than a "D". The Town will not reimburse Patrol Officers for classes that were not pre-approved by the Town in writing.

The Town will pay for a maximum of two (2) courses per semester/quarter for tuition reimbursement. However, the Town's total obligation for tuition reimbursement in any given calendar year during the term of this Agreement is limited to the amount budgeted by the Town for tuition reimbursement in that year. The amount budgeted by the Town for tuition reimbursement shall not be below sixty thousand and 00/100 dollars (\$60,000.00) per calendar year during the term of this agreement.

The Town, at its discretion, may require proper proof and receipts for all courses for which reimbursement is sought.

Section 28.3. Obligations Under Reimbursement Program.

Patrol Officers who receive tuition reimbursement from the Town are expected to remain in the employ of the Town for two (2) years from the date the last course is completed.

In the event the Patrol Officer voluntarily resigns, retires or otherwise terminates his own employment status with the Town, the Patrol Officer shall be liable to pay back the tuition reimbursement in accordance with the following schedule:

If a Patrol Officer voluntarily leaves the job from:

- a) One (1) year or less after completion of the course(s)
- one hundred percent (100%) pay back;
- b) more than one (1) year, but less than two (2) years after completion of the course(s) - fifty (50%) pay back;
- c) two (2) years or more after completion of the course(s) - zero percent (0%) pay back.

Section 28.4. Obligations for Repayment of Training, Uniforms, Supplies and Gear.

Newly hired Patrol Officers are expected to remain in the employ of the Town. In the event the Patrol Officer voluntarily resigns or otherwise terminates his own employment status with the Town, other than as a result of a disabling injury or illness, the Patrol Officer shall be liable to pay back that portion of the basic police academy tuition which the Town actually paid (i.e. fifty percent (50%) paid by Town/ fifty percent (50%) paid by the State; the obligation only applies to the fifty percent (50%) Town portion); any training the Town paid for, such as NEMERT, NIPAS, or the like; as well as costs for uniforms, supplies and gear provided by the employer to the officer. The Patrol Officer's obligation shall be in accordance with the following schedule:

If the Patrol Officer voluntarily leaves the job from:

- a) One (1) year or less from the date of hire - one hundred percent (100%) pay back;
- b) more than one (1) year, but less than two (2) years from the date of hire – fifty percent (50%) pay back;
- c) two (2) years or more from the date of hire - zero percent (0%) pay back.

Section 28.5. Protocol for Tuition Reimbursement.

In order for a Patrol Officer to obtain tuition reimbursement, he or she must submit the following to the Town within the earlier of (a) thirty (30) days of receipt of his/her grades; or (b) within the same calendar year as the course was taken:

- a) detailed request for reimbursement;
- b) tuition receipt for the course; and
- c) documentation indicating grade earned in the course.

In the event the Patrol Officers does not receive his/her grades prior to the end of the calendar year in which the course was taken, the Patrol Officer shall submit a detailed request for reimbursement and the tuition receipt for the course prior to the end of the calendar year and then submit documentation of the grade earned in the course as soon as received.

**ARTICLE 29
WAGES**

Section 29.1 Wage Rates.

All Patrol Officers covered by the terms of this Agreement hired prior to August 28, 2018 shall receive wage increases in accordance with the below schedule which shall be based on a 2080-hour work year.

		Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
		3%	3%	3%	3%	3%
Start	\$75,219	\$77,476	\$79,800	\$82,194	\$84,660	\$87,200
After 1 Yr	\$78,801	\$81,165	\$83,600	\$86,108	\$88,691	\$91,352
After 2 Yrs.	\$91,221	\$93,958	\$96,777	\$99,680	\$102,670	\$105,750

All Patrol Officers covered by the terms of this Agreement hired after August 28, 2018 shall receive wage increases in accordance with the below schedule which shall be based on a 2080- hour work year:

	Current	Effective 1/1/2021 3%	Effective 1/1/2022 3%	Effective 1/1/2023 3%	Effective 1/1/2024 3%	Effective 1/1/2025 3%
Start	\$69,562	\$71,649	\$73,798	\$76,012	\$78,292	\$80,640
After 1 Yr.	\$74,977	\$77,226	\$79,543	\$81,929	\$84,387	\$86,919
After 2 Yrs.	\$80,392	\$82,803	\$85,287	\$87,846	\$90,481	\$93,195
After 3 Yrs.	\$85,807	\$88,381	\$91,032	\$93,763	\$96,576	\$99,473
After 4 Yrs.	\$91,221	\$93,958	\$96,777	\$99,680	\$102,670	\$105,750

Wages shall only be paid retroactively to those Patrol Officers in the bargaining unit as of the date of execution of this Agreement and Patrol Officers who retired during the relevant period. No other economic benefit in this Agreement shall be paid retroactively, unless otherwise expressly stated therein.

Section 29.2. Longevity

In addition to the base rates of pay, Patrol Officers covered by this Agreement shall receive the following annual longevity pay:

YEARS OF SERVICE COMPLETED	LONGEVITY PAY INCREASE
After Five (5) Years Service	2.75 (1/1/2021) and three percent (3.0%), effective (1/1/2022)
After Ten (10) Years Service	2.75 (1/1/2021) and three percent (3.0%) effective (1/1/2022)
After Fifteen (15) Years Service	2.75 (1/1/2021) and three percent (3.0%) effective (1/1/2022)
After Nineteen (19) Years Service	2.75 (1/1/2021) and three percent (3.0%) effective (1/1/2022)
After Twenty-Five (25) Years Service	2.75 (1/1/2021) and three percent (3.0%) effective (1/1/2022)

Section 29.3 Detectives

Effective January 1, 2013, and thereafter, any Patrol Officer assigned to the detective division shall receive an annual stipend in the amount of one- thousand, five hundred and 00/100 dollars (\$1500.00) added to the Patrol Officer's pay, so long as the Patrol Officer remains in the position. If a Patrol Officer is assigned to the detective division for less than one (1) year, the stipend shall be pro-rated for the Patrol Officer's time in the detective division. This stipend is payable in the Patrol Officer's last paycheck in December of each year.

Section 29.4 Field Training Officer (FTO) Pay.

Patrol Officers designated as FTO's shall be paid an additional hour and a half at the applicable overtime rate while training an officer or officers. FTO's shall be assigned by mutual agreement between the Officer and the Superintendent of Police or his designee.

ARTICLE 30
CLOTHING ALLOWANCE

Section 30.1. Uniforms.

The Town shall provide all required uniform clothing and equipment, including a Level II bullet proof vest, at no cost to the Patrol Officers. Effective upon ratification of this Agreement, bullet-proof vests shall be replaced before or at the expiration date of the vest. For purpose of this Section 30.1, "expiration date" shall mean the expiration of the period of time that the manufacturer of the vest provides in the warranty, unless the vest is damaged in the line of duty, in which event the Town will have the vest evaluated by the manufacturer and, if necessary, repaired or replaced at the Town's cost.

A bullet-proof vest shall be provided and must be worn by the Patrol Officer while on-duty.

Section 30.2. Maintenance Allowance

All uniformed Patrol Officers covered by this Agreement shall receive an annual uniform maintenance allowance as follows:

\$900 annually (2007)
\$950 annually (2008)
\$1000 annually thereafter

Said clothing/maintenance allowances shall remain the same during the term of this Agreement. Since detectives do not receive their required clothing through the "quartermaster" system, each detective shall receive an annual clothing/maintenance allowance of:

\$1000 annually (2007)
\$1050 annually (2008)
\$1100 annually thereafter

The clothing and maintenance allowances shall be paid on January 1st each year of this Agreement. Any change or addition to the uniform, as it is now worn by the police department, shall be paid for by the Town, and shall not be deducted from the Patrol Officer's annual allowance.

ARTICLE 31
VACATIONS

All Patrol Officers covered by the terms of this Agreement shall be entitled to paid vacation time off in accordance with the following schedule:

46

YEARS OF SERVICE	WEEKS VACATION
After one (1) year through two (2) years completed	80 hours
Beginning three (3) years through seven (7) years completed	120 hours
Beginning eight (8) years through fifteen (15) years completed	160 hours
Beginning sixteen (16) years through twenty four (24) years completed.	200 hours
Beginning the twenty-fifth (25 th) year	240 hours

Vacation accrual remains the same. Patrol Officers are entitled to select their vacations for the next year based on what will be their completed years of service up to and including June 30 of the calendar year for which the vacation is selected. In the event the Patrol Officer is transferred or has his days off changed after making a vacation selection, the vacation selection made and the day off "key" originally used in making that selection shall be utilized. Patrol Officers assigned to a ten (10) hour shift shall select vacation in accordance with shifts and day off groups, provided, there shall not be more than two (2) Patrol Officers on vacation at the same time from each of the shifts day off group. Vacation selection and utilization shall be as follows:

- a. Two (2) weeks (*i.e.* eighty (80) hours) - two (2) weeks at a time; or two (2) one (1) weeks selections;
- b. Three (3) weeks - three (3) weeks at a time, two (2) weeks, plus one (1) week; or three (3) one (1) week selections;
- c. Four (4) weeks - three (3) weeks, plus one (1) week; two (2) two (2) week selections; two (2) weeks, plus two (2) one (1) week selections;
- d. Five (5) weeks - three (3) weeks, plus two (2) weeks; three (3) weeks, plus two (2) one (1) week selections;
- e. Six (6) weeks- three (3) weeks, plus three (3) weeks; three (3) weeks, plus two (2) weeks, plus one (1) week.

In any situation, there shall not be more than three (3) selections in a year. Once the vacation selection process is complete, vacations may not be changed without the approval in advance of the Superintendent.

ARTICLE 32
RESIDENCY

Employees are required to reside within the following boundaries:

North: North Line of Illinois State Route 22

South: South Line of Interstate 80

East: Lake Michigan/Indiana State Border

West: West Line of Illinois State Route 59

ARTICLE 33
GENERAL PROVISIONS

Section 33.1. FOP Visitation.

Authorized representatives of the National or State Lodge shall be permitted to visit the Police Department during working hours to talk with Patrol Officers and/or representatives of the Town concerning matters covered by this Agreement.

Section 33.2. Examination of Records.

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Patrol Officer whose pay is in dispute or any other records of the Patrol Officer pertaining to a specific grievance, at reasonable times, with the Patrol Officer's consent.

Section 33.3. Replacement/Repair of Personal Property.

The Town agrees to repair or replace as necessary a Patrol Officer's eye glasses, contact lenses, wristwatch, sunglasses, and prescription sun glasses if such are damaged or broken during the course of the Patrol Officer's duties while the Patrol Officer is required to exert physical force or is attacked by another person. Incidents are to be documented with the Patrol Officer's immediate supervisor. Repair or replacement costs are limited to no more than fifty and 00/100 dollars (\$50.00) for wristwatches and/or sunglasses.

Section 33.4. Immunization and Inoculations.

The Town agrees to pay all expenses for inoculation or immunization shots for the Patrol Officer and for members of a Patrol Officer's family when such becomes necessary as a result of said Patrol Officer's exposure to contagious diseases where said Patrol Officer has been exposed to said disease in the line of duty.

Section 33.5. Probationary Period.

Newly-hired and lateral-hired Patrol Officers shall serve a probationary period of no more than eighteen (18) months. Only time actively worked shall count towards the probationary period. Time off on leave, including, but not limited to, sick leave over five

days, military leave, and FMLA leave shall not be included in calculating the eighteen (18) months. If there is a break in time actively worked, then the probationary period, shall be extended until such time as the Patrol Officer actively works eighteen (18) months.

ARTICLE 34
PROMOTIONS

Section 34.1. Goals

The parties agree that not only are the following goals required but ensuring that the perception of the participants is that these goals are present is equally important; 1) FAIRNESS to all participants, 2) INTEGRITY in the process, 3) SELECTION of the best candidate.

Therefore, the final scores of any promotional exam shall reflect the requirements set forth in this Article in accordance with the following schedule:

<u>CATEGORY</u>	<u>MAXIMUM SCORE</u>
Performance Evaluation	15
Seniority	5
Written Examination	40
Assessment Center	<u>40</u>
	Total 100
Military	As allowable by law

Section 34.2. Participants

Patrol Officers with at least five (5) full year of service from the date of hire shall be eligible to participate in the promotional process.

Section 34.3. Performance Points

At the commencement of the promotional process and prior to any written examination or Assessment Center evaluation, the Performance Points, as determined by the Superintendent of Police, for each Police Officer participating in the promotional process shall be posted no later than seven (7) days prior to any testing in a place for all candidates to access. The Performance Points, which shall be based on performance evaluations, shall be fifteen percent (15%) of the final score as reflected in 34.1.

Section 34.4. Seniority

Participants shall receive one (1) point for every year of service over five years to a maximum of five (5) points. Seniority points shall be posted for each Patrol Officer participating in the promotional process in a place for all candidates to access. This posting shall occur at the same time or soon thereafter as the Performance Points (Section 34.3) are posted, but before the Written Examination (Section 34.5) occurs. Seniority shall be five percent (5%) of the final score as reflected in 34.1.

Section 34.5. Written Examination

The written examination shall be conducted by an outside, certified, independent company (Testing Company). Participants shall be provided a copy of the answer sheet and answer key after taking the written examination and after all participants have taken the exam. Written examination points shall be posted for each Patrol Officer participating in the examination process in a place for all candidates to access. This posting shall occur after the Performance Points (Section 34.3) and the Seniority Points (Section 34.4) are posted, but before the Assessment Center (Section 34.6) occurs. The written examination shall be forty percent (40%) of the final score as reflected in 34.1. The participants' written examinations shall be scored first by calculating the test percentage and then converting the percentage to a scale with 40 points as the maximum (e.g., a 90% score on the written examination converts to 36 points). Notwithstanding anything contained herein, a participant must score at least seventy percent (70%) on the written examination to pass the written examination and continue in the promotional testing process.

Section 34.6. Assessment Center

Only those participants who earn a score of 70% or better on the Written Examination (Section 34.5) are eligible to continue in the promotional process and be tested at the Assessment Center. The Assessment Center testing shall be conducted by an outside, neutral, certified, independent company (Assessment Center). Upon request, participants will be given a thorough review and explanation of the performance by Assessment Center officials. Assessment Center points shall be posted for each Patrol Officer participating in the examination process in a place for all candidates to access. This posting shall occur after all Assessment Center testing has been concluded. Assessment Center points shall be forty percent (40%) of the final score as reflected in 34.1.

Section 34.7. Military

Participants shall receive military points as provided by law and added to the base score. Participants shall not be asked to declare their option to use military points until after all scores have been posted.

ARTICLE 35 SECONDARY EMPLOYMENT

Section 35.1. Purpose.

This Article:

- (a) Defines secondary employment;
- (b) Delineates Departmental policy relating to secondary employment;
- (c) Enumerates general restrictions pertaining to secondary employment; and
- (d) Defines specific limitations on secondary employment pertaining to exempt members.

Section 35.2. Definition.

Secondary employment is an extra-departmental activity for which any Patrol Officer is being compensated in salary, wages or commission or other valuable consideration for labor or services performed for a Town or in self-employed status.

Section 35.3. Policy.

- a. The duties and obligations of the Department take priority over any other employment. Patrol Officers who engage in secondary employment are reminded that their primary responsibility is to the Town and to the Department. Department members are subject to recall at any time for emergencies, special assignments or overtime duty. Secondary employment shall not infringe on these obligations.
- b. A secondary employer of a Patrol Officer engaging in secondary employment will not receive preferential treatment by the Town.
- c. The Town will not assume liability for the actions of a Department member during the actual hours of work in secondary employment.
- d. In the event a Patrol Officer incurs an injury during the hours for which the Patrol Officer will receive remuneration from a secondary employer as salary, wages or commission or other valuable consideration, the Patrol Officer will not be classified by the Department as "Injured on Duty."
- e. A Patrol Officer will neither represent himself as a Patrol Officer nor wear the prescribed uniform during secondary employment.
- f. Patrol Officers engaged in secondary employment in a security capacity will neither request nor be credited with overtime compensation in either

Time or cash for arrests or court appearances which occur solely as a consequence of their secondary employment.

- g. Any Patrol Officer desiring to engage in secondary employment shall submit a written request, on the prescribed form, for approval to the Superintendent or his/her designee which shall not be unreasonably denied. Any denial shall contain reason(s) for the denial in writing and issued to the affected Patrol Officer.

Section 35.4. Restrictions.

When any of the below conditions are present, secondary employment is prohibited, or if any of the below arise during the course of pre-approved secondary employment, the Patrol Officer shall leave that employment immediately upon learning of the prohibition:

- (a) the Patrol Officers has failed to submit a properly completed secondary employment request form which contains provisions for approval by the Town;

- (b) the agency, firm or establishment for which the secondary employment is to be performed is not properly registered or licensed as required by law or ordinance;
- (c) the use of official police authority, powers, records or services is a condition of secondary employment;
- (d) the secondary employment would require the Patrol Officer to avail himself/herself of official police equipment, records, documents, files or other official information not available to the public;
- (e) working conditions, hours of work, or location where the secondary employment is performed tend to impair the Patrol Officer's efficiency or capabilities as a Patrol Officer of the Department or interfere with the Patrol Officer's response to emergency calls. A Patrol Officer shall provide a sufficient amount of time between secondary employment and the start of a tour of duty to allow for ample rest and relaxation;
- (f) secondary employment is in an establishment where the primary business is the sale of intoxicating liquor for consumption on the premises. In no instance will a Patrol Officer be permitted to serve as a bouncer, bartender to dispense intoxicating liquor or to serve as a cocktail waiter or waitress;
- (g) secondary employment or the place at which it is to be performed is such as to bring either the Town, or the Department or the Patrol Officer into disrespect or disfavor;
- (h) secondary employment is of such nature that it may be reasonably considered by the public to be an official act of the Town or the Department thereof;
- (i) secondary employment would tend to influence the exercise of impartial judgment on any matter coming before the Patrol Officer in the course of the Patrol Officer's official duties;
- (j) secondary employment would involve work which the Patrol Officer would be expected to do as part of his/her regular duties;
- (k) secondary employment involves management of a business closely related to the official work of the Patrol Officer; and
- (l) secondary employment would result, at any time, in a conflict of interest or might encourage on the part of the members of the general public a reasonable belief of a conflict of interest; i.e., conducting or participating in a defense investigation for a litigant in a lawsuit against the Town or the Department.

Section 35.5 Violation.

Violation of this Article may subject the Patrol Officer to disciplinary action. Nothing in Section 35 shall limit the employer from denying or revoking secondary employment for just cause.

ARTICLE 36
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 37
COMPLETE AGREEMENT

The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement supersedes and cancels all prior practices and agreements whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Town as provided in the Management Rights clause,

Article 4. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, except the Council retains all rights it might have to impact or effects bargaining.

ARTICLE 38
DURATION

This Agreement shall be effective from January 1, 2021 and shall remain in full force and effect until December 31, 2025. It shall continue in effect from year to year thereafter unless notice of re-negotiation is given in writing by certified mail by either party at least sixty (60) calendar days) calendar days preceding the expiration date of this Agreement. The notice referred to shall be considered to have been given as of the date shown on the postmark.

Notwithstanding any provision of the Article to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolutions of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

This Agreement may be executed in counterparts.

IN WITNESS THEREOF, the parties hereby affix their signatures this 20TH day
of November, 2023.

FOR THE TOWN OF CICERO

Hon. Larry Dominick
President

FOR LODGE #2/Labor Council

I FOPIC Rep.

BTM

245 BTM

Attest: _____
Hon. MARIA Punzo-Arias
Clerk

**APPENDIX A
DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCK TOWER DRIVE SPRINGFIELD, ILLINOIS 62704**

I, _____ understand that under the U.S. Constitution, I have a right not to belong to a union. By my signature, I hereby waive this right and opt to join the IL FOP Labor Council.

I hereby authorize my employer to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____ Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purpose; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B
ELECTION FORM

IRREVOCABLE ELECTION OF DISCIPLINE APPEAL PROCEDURE

ELECTION FORM

I, _____ received
written notice regarding intent to initiate discipline against me on _____.

I hereby make the following selection my placing an "X" on my choice of forums to contest this discipline:

_____ **I will proceed to arbitration.** I hereby acknowledge that I understand that my choice of arbitration serves as an irrevocable waiver of any and all rights to have the appeal heard through the Board of Fire and Police Commission.

_____ **I want to proceed to the Board of Fire and Police Commissioners.** I hereby acknowledge that I understand that my choice of the Board of Fire and Police Commission serves as an irrevocable waiver of any and all rights to have the appeal heard through arbitration.

I understand that it is my responsibility to deliver this written notice to the appropriate Town official within the time limits set forth in the Union contract.

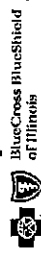
Officer _____

_____ Date

Labor Council Representative _____

_____ Date

I further understand that I must notify the Town of Cicero of my choice in writing within ten (10) calendar days after receipt of the Superintendent's recommended discipline. If I fail to select the forum for hearing on the discipline within ten (10) calendar days, the Superintendent shall have the right to make the selection.



Town of Cicero: BAHMO Plan

Coverage for: Individual/Family | Plan Type: HMO

A The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at <https://policy-srv.box.com/s/sj9qh7qnt6qwl31wvs5qzx15vo9zbu1>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$1,500 Individual / \$3,000 Family Prescription drug expense limit. \$1,000 Individual / \$2,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	Not Covered	Services or supplies that are not ordered by your Primary Care Physician or Women's Principal Health Care Provider, except emergency and routine vision exams, are not covered. Virtual visits may be available, please refer to your plan policy for more details.
	Specialist visit	\$40 copay/visit	Not Covered	Referral required.
	Preventive care/screening/immunization	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (X-ray, blood work)	No Charge	Not Covered	Referral required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	

*For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/rjpdh7qnt6qw/31wvs5qzxl5vo9zduj>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at www.bcbsil.com</p>	Generic drugs	\$10 copay/prescription (retail) \$20 copay/prescription (mail order)	Not Covered	34-day retail/90-day mail. Rx Out-of-Pocket Expense Limit: \$1,000 Individual / \$2,000 Family
	Preferred brand drugs	\$40 copay/prescription (retail) \$80 copay/prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs.
	Non-preferred brand drugs	\$60 copay/prescription (retail) \$120 copay/prescription (mail order)	Not Covered	The amount you may pay per 30-day supply of a covered insulin drug, regardless of quantity or type, shall not exceed \$100, when obtained from a Participating Pharmacy. Certain women's preventive services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
<p>If you have outpatient surgery</p>	Specialty drugs	\$60 copay/prescription (retail)	Not Covered	Specialty drug coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.
	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	Referral Required.
	Physician/surgeon fees	No Charge	Not Covered	Referral Required.
<p>If you need immediate medical attention</p>	Emergency room care	\$150 copay/visit	\$150 copay/visit	Copay waived if admitted.
	Emergency medical transportation	No Charge	No Charge	Ground transportation only.
	Urgent Care	\$20 copay/visit	Not Covered	Must be affiliated with member's chosen medical group or referral required.
<p>If you have a hospital stay</p>	Facility fee (e.g., hospital room)	\$250 copay/admission	Not Covered	Referral Required. \$250 copay for the 1st 5 days per calendar year.
	Physician/surgeon fees	No Charge	Not Covered	Referral Required.
<p>If you need mental health, behavioral health, or substance abuse services</p>	Outpatient services	\$20 copay/visit	Not Covered	Unlimited visits. Referral required. Virtual visits may be available, please refer to your plan policy for more details.
	Inpatient services	\$250 copay/admission	Not Covered	Unlimited days. Referral required. \$250 copay for the 1st 5 days per calendar year.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	\$20 copay/visit	Not Covered	Copay applies for the 1st prenatal visit only. Cost sharing does not apply for preventive services. Depending on the type of services, a copayment may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound). Referral Required. \$250 copay for the 1st 5 days per calendar year. Referral Required.
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 copay/admission	Not Covered	
	Home health care	No Charge	Not Covered	
If you need help recovering or have other special health needs	Rehabilitation services	No Charge	Not Covered	Referral required. Benefits are limited to items used to serve a medical purpose. Durable Medical Equipment benefits are provided for both purchase and rental equipment (up to the purchase price). Inpatient copay may apply. Referral Required.
	Habilitation services	No Charge	Not Covered	
	Skilled nursing care	\$250 copay/admission	Not Covered	
	Durable medical equipment	No Charge	Not Covered	
	Hospice services	No Charge	Not Covered	

*For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/srjpdh7qnt6qwl31wvs5qzxl5vo9zbu1>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at participating providers.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Custodial care
- Dental care (Adult)
 - Long-term care
 - Non-emergency care when traveling outside the U.S.
 - Private-duty nursing
 - Routine foot care (with the exception of person with diagnosis of diabetes)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)
- Hearing aids (for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every 24 months)
- Infertility treatment
- Most coverage provided outside the United States. See www.bcbsil.com
- Routine eye care (Adult)
- Weight loss programs (except when non-medically supervised)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-892-2803, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsahealthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccoio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsahealthreform. Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Illinois Department of Insurance at 1-877-527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-2803.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-2803.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-892-2803.

Navajo (Dine): Dinekehgo shika atohwoi ninisingo, kwijigo holne' 1-800-892-2803.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$40
- Hospital (facility) copayment \$250
- Other \$0

This EXAMPLE event includes services like:
 Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost sharing	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$360

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$40
- Hospital (facility) copayment \$250
- Other \$0

This EXAMPLE event includes services like:
 Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable Medical Equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost sharing	
Deductibles	\$0
Copayments	\$900
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$920

Mia's Simple Fracture

(in-network emergency room visit and followup care)

- The plan's overall deductible \$0
- Specialist copayment \$40
- Hospital (facility) copayment \$250
- Other \$0

This EXAMPLE event includes services like:
 Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost sharing	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$300

Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance.
We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a [grievance](#).


Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hscs.net

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocrportal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-458-6024 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other undefined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	For In-Network: \$2,800 Individual / \$5,600 Family For Out-of-Network: \$5,400 Individual / \$10,800 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. . .
Are there services covered before you meet your deductible?	Yes. Certain preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	Yes. \$300 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-Network: \$5,600 Individual / \$11,200 Family For Out-of-Network: \$10,800 Individual / \$21,600 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-458-6024. for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	Virtual Visits: No Charge; deductible applies. See your benefit booklet* for details. Copay applies to the Office Visit and all other services provided in office on same day, except for surgery, mental health, physical, occupational and speech therapies, chiropractic and osteopathic manipulation.
	Specialist visit	20% coinsurance	40% coinsurance	None
If you have a test	Preventive care/screening/immunization	No Charge; deductible does not apply	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
	Diagnostic test (X-ray, blood work)	20% coinsurance	40% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	34-day supply at Retail
	Generic drugs	20% coinsurance	20% coinsurance	90-day supply at Mail Order
	Preferred brand drugs	20% coinsurance	20% coinsurance	For Out-of-Network drug provider, you are responsible for 20% of the eligible amount after the coinsurance.
	Non-preferred brand drugs	20% coinsurance	20% coinsurance	Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
If you have outpatient surgery	Specialty drugs	20% coinsurance	Not Covered	Specialty drug coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	Preauthorization may be required.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	20% coinsurance	20% coinsurance	None
	Emergency medical transportation	20% coinsurance	20% coinsurance	Preauthorization may be required for non-emergency transportation; see your benefit booklet* for details.
If you have a hospital stay	Urgent care	20% coinsurance	Y% coinsurance	None
	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Preauthorization required.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% coinsurance	40% coinsurance	Preauthorization may be required; see your benefit booklet* for details. Virtual Visits: No Charge; deductible applies. See your benefit booklet* for details.
	Inpatient services	20% coinsurance	40% coinsurance	\$300 deductible per admission Out-of-Network providers.
	Office visits	20% coinsurance	40% coinsurance	Preauthorization required.
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	Cost sharing does not apply for preventive services. Depending on the type of services, a coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you are pregnant	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	\$300 deductible per admission Out-of-Network providers.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Limited to 30 visits per benefit period. Preauthorization may be required.
	Rehabilitation services	20% coinsurance	40% coinsurance	Preauthorization may be required.
	Habilitation services	20% coinsurance	40% coinsurance	\$300 deductible per admission Out-of-Network providers. Preauthorization may be required.
	Skilled nursing care	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. Durable Medical Equipment benefits are provided for both purchase and rental equipment (up to the purchase price). Preauthorization may be required.
	Durable medical equipment	20% coinsurance	40% coinsurance	\$300 deductible per admission Out-of-Network providers. Preauthorization may be required.
	Hospice services	20% coinsurance	40% coinsurance	

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	20% coinsurance	40% coinsurance	Limited to 1 exam per benefit period.
	Children's glasses	20% coinsurance	40% coinsurance	Lens, frames, and contacts are covered every 24 months.
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Dental care (Adult)
- Long-term care
- Routine foot care (with the exception of person with diagnosis of diabetes)
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic Care (Chiropractic and Osteopathic manipulation limited to 30 visits per calendar year)
- Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)
- Hearing Aids (for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every 24 months)
- Infertility Treatment (diagnosis only)
- Most Coverage provided outside the United States. See. www.bcbsil.com
- Non-Emergency Care When Traveling outside the U.S.
- Private Duty Nursing (with the exception of inpatient private duty nursing) (95 visits per calendar year)
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-458-6024, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-458-6024 or visit www.bcbsoi.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-458-6024

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-458-6024..

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-458-6024.

Navajo (Dine): Dinek'ehgo shika atohwol ninisingo, kwijigo holne' 1-800-458-6024

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,800
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$2,000
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$4,860

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,800
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$500
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$3,320

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,800
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,800
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800



Blue Cross BlueShield of Illinois

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To speak to an interpreter, call the customer service number on the back of your member card. If you are not a member, or don't have a card, call 855-710-6984.

Arabic العربية	اگر آپ کو کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ 855-710-6984
Chinese 繁體中文 會員卡 請致電 855-710-6984。	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ 855-710-6984
Chinese 會員卡 請致電 855-710-6984。	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ 855-710-6984
Français Français	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ 855-710-6984
Deutsch German	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ 855-710-6984
Ελληνικά Greek	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ 855-710-6984
ગુજરાતી Gujarati	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ 855-710-6984
हिंदी Hindi	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
Italiano Italian	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
한국어 Korean	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
Динэ Navajo	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
Polski Polish	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
Русский Russian	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
Español Spanish	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
Tagalog Tagalog	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984
Українська Ukrainian	اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، تو آپ کو کسی زبان میں مدد اور معلومات حاصل کرنے کا بھی حق ہے۔ اگر آپ کسی شخص کی مدد کرنے کی ضرورت ہے، तो आपको अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए नंबर से बात करने करें। 855-710-6984

Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a [grievance](#).

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hscs.net

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-458-6024 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	\$200 Individual / \$400 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care, services that charge a copay and prescription drugs are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$300 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-Network: \$600 Individual / \$1,200 Family Prescription drug expense limit: \$500 Individual / \$1,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit. This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-458-6024 for a list of network providers.	You can see the specialist you choose without a referral.
Do you need a referral to see a specialist?	No.	

A All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay/visit; deductible does not apply	\$15 copay/visit plus 30% coinsurance	Virtual Visits: \$10/visit; deductible does not apply. See your benefit booklet* for details.
	Specialist visit	\$15 copay/visit; deductible does not apply	\$15 copay/visit plus 30% coinsurance	None
	Preventive care/screening/immunization	No Charge; deductible does not apply	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (X-ray, blood work)	10% coinsurance	30% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	
	Generic drugs	\$5 copay/prescription (retail) \$5 copay/prescription (mail order); deductible does not apply	\$5 copay/prescription (retail) plus 25% coinsurance; deductible does not apply	34-day supply at Retail 90-day supply at Mail Order RX Out-of-Pocket Expense Limit: \$500 Individual / \$1,000 Family
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Preferred brand drugs	\$8 copay/prescription (retail) \$8 copay/prescription (mail order); deductible does not apply	\$8 copay/prescription (retail) plus 25% coinsurance; deductible does not apply	Certain women's preventive services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Non-preferred brand drugs	\$8 copay/prescription (retail) \$8 copay/prescription (mail order); deductible does not apply	\$8 copay/prescription (retail) plus 25% coinsurance; deductible does not apply	For Out-of-Network drug provider, you are responsible for 25% of the eligible amount after the copayment.
	Specialty drugs	\$8 copay/prescription (retail); deductible does not apply	Not Covered	Specialty drug coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	30% coinsurance	Preauthorization may be required.
	Physician/surgeon fees	No Charge	30% coinsurance	
	Emergency room care	10% coinsurance	10% coinsurance	
If you need immediate medical attention	Emergency medical transportation	20% coinsurance	20% coinsurance	Preauthorization may be required for non-emergency transportation; see your benefit booklet* for details.
	Urgent care	10% coinsurance	30% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	\$300 deductible per admission for Out-of-Network providers. Preauthorization required.
	Physician/surgeon fees	10% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay/visit; deductible does not apply; 10% coinsurance for other outpatient services	30% coinsurance	Preauthorization may be required; see your benefit booklet* for details. Virtual Visits: \$10/visit; deductible does not apply. See your benefit booklet* for details.
	Inpatient services	10% coinsurance	30% coinsurance	\$300 deductible per admission Out-of-Network providers. Preauthorization required.
If you are pregnant	Office visits	\$15 copay/visit; deductible does not apply	\$15 copay/visit plus 30% coinsurance	Copay applies to first prenatal visit (per pregnancy). Cost sharing does not apply for preventive services. Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	\$300 deductible per admission Out-of-Network providers.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Limited to 30 visits per benefit period. <u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	\$300 deductible per admission <u>Out-of-Network</u> providers. <u>Preauthorization</u> may be required.
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	<u>Hospice services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	\$300 deductible per admission <u>Out-of-Network</u> providers. <u>Preauthorization</u> may be required.
	Children's eye exam	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Limited to 1 exam per benefit period.
If your child needs dental or eye care	Children's glasses	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Lens, frames, and contacts are covered every 24 months.
	Children's dental check-up	Not Covered	Not Covered	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Excluded Services & Other Covered Services:

<p>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</p>	
<ul style="list-style-type: none"> • Acupuncture • Bariatric Surgery 	<ul style="list-style-type: none"> • Dental care (Adult) • Long-term care • Routine foot care (with the exception of person with diagnosis of diabetes). • Weight Loss Programs
<p>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</p>	
<ul style="list-style-type: none"> • Chiropractic Care (Chiropractic and Osteopathic manipulation limited to 30 visits per calendar year) • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) • Hearing Aids (for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every 24 months) 	<ul style="list-style-type: none"> • Infertility Treatment • Most coverage provided outside the United States. See www.bcbsil.com • Non-Emergency Care When Traveling Outside the U.S. • Private Duty Nursing (with the exception of inpatient private duty nursing) (95 visits per calendar year) • Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the [plan](tel:1-800-458-6024) at 1-800-458-6024, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your [plan](#) documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-458-6024 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide [Minimum Essential Coverage](#)? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the [Minimum Value Standards](#)? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

- Spanish (Español): Para obtener asistencia en Español, llame al 1-800-458-6024.
- Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-458-6024.
- Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-458-6024.
- Navajo (Dine): Dinekehgo shika atohwol ninisingo, kwijijigo holne' 1-800-458-6024.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.bcbsil.com.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$200
- Specialist copayment \$15
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:
Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:
Cost Sharing

Deductibles	\$200
Copayments	\$20
Coinsurance	\$400
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$660

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$200
- Specialist copayment \$15
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:
Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:
Cost Sharing

Deductibles	\$200
Copayments	\$300
Coinsurance	\$70
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$590

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$200
- Specialist copayment \$15
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:
Cost Sharing

Deductibles	\$200
Copayments	\$50
Coinsurance	\$200
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$450



BlueCross BlueShield of Illinois

If you, or someone you are helping, you have questions, you have the right to get help and information in your language at no cost. To speak to an interpreter, call the customer service number on the back of your member card. If you are not a member, or don't have a card, call 855-710-6984.

العربية	بن كرتي ليليق أو لتيك بعضي كساعتك تفتحه، فتيك الحق في الحصول على المساعدة واللغات الضرورية ليليقك من دون أية تكلفة. اتصلت إلى مركز فون فوري، اتصل على رقم خدمة العملاء المذكور على ظهر بطاقة عضويتك. قبل أن تتمكن من الحصول على المساعدة، فتيك الحق في الحصول على المساعدة باللغات الضرورية ليليقك من دون أية تكلفة. اتصل على 855-710-6984.
繁體中文	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請致電印在您的會員卡背面的客戶服務電話號碼。如果您不是會員，或沒有會員卡，請致電 855-710-6984。
Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請致電印在您的會員卡背面的客戶服務電話號碼。如果您不是會員，或沒有會員卡，請致電 855-710-6984。
Français	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, composez le numéro du service client indiqué au verso de votre carte de membre. Si vous n'êtes pas membre ou si vous n'avez pas de carte, veuillez composer le 855-710-6984.
French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, composez le numéro du service client indiqué au verso de votre carte de membre. Si vous n'êtes pas membre ou si vous n'avez pas de carte, veuillez composer le 855-710-6984.
Deutsch	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenfreie Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Kunden Servicenummer auf der Rückseite Ihrer Mitgliedskarte an. Falls Sie kein Mitglied sind oder keine Mitgliedskarte besitzen, rufen Sie bitte 855-710-6984 an.
German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenfreie Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Kunden Servicenummer auf der Rückseite Ihrer Mitgliedskarte an. Falls Sie kein Mitglied sind oder keine Mitgliedskarte besitzen, rufen Sie bitte 855-710-6984 an.
Ελληνικά	Εάν εσείς ή κάποιος που βοηθάτε έχει ερωτήσεις, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς κόστος. Για να μιλήσετε σε έναν διαμετρητή, καλέστε τον αριθμό εξυπηρέτησης πελάτη που αναγράφεται στο πίσω μέρος της κάρτας μέλους. Εάν δεν είστε μέλος ή δεν έχετε κάρτα, καλέστε τον αριθμό 855-710-6984.
Greek	Εάν εσείς ή κάποιος που βοηθάτε έχει ερωτήσεις, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς κόστος. Για να μιλήσετε σε έναν διαμετρητή, καλέστε τον αριθμό εξυπηρέτησης πελάτη που αναγράφεται στο πίσω μέρος της κάρτας μέλους. Εάν δεν είστε μέλος ή δεν έχετε κάρτα, καλέστε τον αριθμό 855-710-6984.
ગુજરાતી	જો તમને અથવા તમે મદદ કરી રહ્યા હોવા હોવી હોય ત્યારે તમે સહાયતા માટે, તમારા સહાયકના સહીની પાછળ આવતા સહાયકો સેવા નંબર પર કોલ કરી શકો છો. જો તમને સહાયકો સેવા નંબર પર કોલ કરવાની જરૂર હોય, અથવા તમારી પાસે સહી નથી તો 855-710-6984 નંબર પર કોલ કરો.
Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોવા હોવી હોય ત્યારે તમે સહાયતા માટે, તમારા સહાયકના સહીની પાછળ આવતા સહાયકો સેવા નંબર પર કોલ કરી શકો છો. જો તમને સહાયકો સેવા નંબર પર કોલ કરવાની જરૂર હોય, અથવા તમારી પાસે સહી નથી તો 855-710-6984 નંબર પર કોલ કરો.
हिन्दी	यदि आपको या आप किसी सहायता कर रहे हैं उसका, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए सहाय सेवा नंबर पर कॉल करें। यदि आप सदस्य नहीं हैं, या आपके पास कार्ड नहीं है, तो 855-710-6984 पर कॉल करें।
Hindi	यदि आपको या आप किसी सहायता कर रहे हैं उसका, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए सहाय सेवा नंबर पर कॉल करें। यदि आप सदस्य नहीं हैं, या आपके पास कार्ड नहीं है, तो 855-710-6984 पर कॉल करें।
Italiano	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움을 받을 권리가 있습니다. 회원 카드 뒷면에 있는 고객 서비스 번호를 전화하십시오. 회원이 아니거나 카드가 없으면 855-710-6984 으로 전화하십시오.
Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움을 받을 권리가 있습니다. 회원 카드 뒷면에 있는 고객 서비스 번호를 전화하십시오. 회원이 아니거나 카드가 없으면 855-710-6984 으로 전화하십시오.
Diné	T'na ni, si deokaga la' da hika' anininiwo' igii, na' t'nik'kidgo, is' rida' huc na' ahok'ni' i' i' h'a' n'ik' e' n'ika' a' dook'wol. A'ar' h'ahne' i' h'ich' i' h'adec's'ad'ib' n'ih'iz'mgo' e' i' k'we' e' da' i'ni's'ig'it' ak'ka' an'idi'nal'wo' i'gii' h'ich' i' h'od'i'ni'ih' h'ec' n'ech'oz'ni'ni' h'ne' d'ey' h'ik'ka'. Ko'ni' a'ala' n'ah'is'os' na' h'ad'it' t'eg'oo' e' i' doo'd'igo' h'ec' n'ech'iz'm'ni'ni' a'd'ing'o' ko'ji' h'od'i'ni'ih' 855-710-6984.
Diné	T'na ni, si deokaga la' da hika' anininiwo' igii, na' t'nik'kidgo, is' rida' huc na' ahok'ni' i' i' h'a' n'ik' e' n'ika' a' dook'wol. A'ar' h'ahne' i' h'ich' i' h'adec's'ad'ib' n'ih'iz'mgo' e' i' k'we' e' da' i'ni's'ig'it' ak'ka' an'idi'nal'wo' i'gii' h'ich' i' h'od'i'ni'ih' h'ec' n'ech'oz'ni'ni' h'ne' d'ey' h'ik'ka'. Ko'ni' a'ala' n'ah'is'os' na' h'ad'it' t'eg'oo' e' i' doo'd'igo' h'ec' n'ech'iz'm'ni'ni' a'd'ing'o' ko'ji' h'od'i'ni'ih' 855-710-6984.
Polish	Jesli ty lub osoba, ktorej pomagasz, masz jakies pytania, masz prawo do uzyskania bezplatnej informacji i pomocy we własnym jezyku. Aby porozmawiac z tłumaczem, zadzwoni pod numer podany na odwrocie karty czlonkowskiej. Jeżeli nie jesteś członkiem lub nie masz przy sobie karty, zadzwoni pod numer 855-710-6984.
Polish	Jesli ty lub osoba, ktorej pomagasz, masz jakies pytania, masz prawo do uzyskania bezplatnej informacji i pomocy we własnym jezyku. Aby porozmawiac z tłumaczem, zadzwoni pod numer podany na odwrocie karty czlonkowskiej. Jeżeli nie jesteś członkiem lub nie masz przy sobie karty, zadzwoni pod numer 855-710-6984.
Русский	Если вы или человек, которому вы помогаете, задаете вопросы, у вас есть право на бесплатную помощь и информацию, предоставляемую на вашем языке. Чтобы поговорить с переводчиком, позвоните в отдел обслуживания клиентов по телефону, указанному на обратной стороне вашей карточки участника. Если вы не являетесь участником или у вас нет карточки, позвоните по телефону 855-710-6984.
Russian	Если вы или человек, которому вы помогаете, задаете вопросы, у вас есть право на бесплатную помощь и информацию, предоставляемую на вашем языке. Чтобы поговорить с переводчиком, позвоните в отдел обслуживания клиентов по телефону, указанному на обратной стороне вашей карточки участника. Если вы не являетесь участником или у вас нет карточки, позвоните по телефону 855-710-6984.
Español	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete comuníquese con el número del Servicio al Cliente que figura en el reverso de su tarjeta de miembro. Si usted no es miembro o no posee una tarjeta, llame al 855-710-6984.
Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete comuníquese con el número del Servicio al Cliente que figura en el reverso de su tarjeta de miembro. Si usted no es miembro o no posee una tarjeta, llame al 855-710-6984.
Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wikang nang waring bayad. Ulang makipag-usap sa isang tagasaal-hika tumawag sa numero ng serbisyo para sa kustomer sa likod ng iyong kard ng miyembro. Kung ikaw ay hindi isang miyembro, o kaya ay walang kard, tumawag sa 855-710-6984.
Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wikang nang waring bayad. Ulang makipag-usap sa isang tagasaal-hika tumawag sa numero ng serbisyo para sa kustomer sa likod ng iyong kard ng miyembro. Kung ikaw ay hindi isang miyembro, o kaya ay walang kard, tumawag sa 855-710-6984.
Urdu	اگر آپ کو، یا کسی ایسی فرد کو جس کی آپ میں مدد کرتے ہیں، کوئی سوال درپیش آئے، تو آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ اگر آپ سے کسی ایسی شخص سے مدد کرنے کی ضرورت ہے، تو 855-710-6984 پر کال کریں۔
Urdu	اگر آپ کو، یا کسی ایسی فرد کو جس کی آپ میں مدد کرتے ہیں، کوئی سوال درپیش آئے، تو آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ اگر آپ سے کسی ایسی شخص سے مدد کرنے کی ضرورت ہے، تو 855-710-6984 پر کال کریں۔
Tiếng Việt	Nếu quý vị hoặc người mà quý vị giúp đỡ có bất kỳ câu hỏi nào, quý vị có quyền được hỗ trợ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, gọi số 855-710-6984.
Vietnamese	Nếu quý vị hoặc người mà quý vị giúp đỡ có bất kỳ câu hỏi nào, quý vị có quyền được hỗ trợ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, gọi số 855-710-6984.

Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a [grievance](#).

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hcsc.net

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.htm>

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-458-6024 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other undefined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	For In-Network: \$750 Individual / \$1,500 Family For Out-of-Network: \$1,500 Individual / \$3,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care, services that charge a copay and prescription drugs are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$300 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-Network: \$2,750 Individual / \$5,500 Family For Out-of-Network: \$5,500 Individual / \$11,000 Family Prescription drug expense limit: \$500 Individual / \$1,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-458-6024 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

A All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit; deductible does not apply	40% coinsurance	Virtual Visits: \$15/visit; deductible does not apply. See your benefit booklet* for details. Copay applies to the Office Visit and all other services provided in office on same day, except for surgery, mental health, physical, occupational and speech therapies, chiropractic and osteopathic manipulation. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
	Specialist visit	\$40 copay/visit; deductible does not apply	40% coinsurance	
	Preventive care/screening/immunization	No Charge; deductible does not apply	40% coinsurance	
If you have a test	Diagnostic test (X-ray, blood work)	20% coinsurance	40% coinsurance	Preauthorization may be required; see your benefit booklet* for details. 34-day supply at Retail 90-day supply at Mail Order RX Out-of-Pocket Expense Limit: \$500 Individual / \$1,000 Family Certain women's preventive services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	
	Generic drugs	\$5 copay/prescription; deductible does not apply	\$5 copay/plus 25% coinsurance/prescription; deductible does not apply	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Preferred brand drugs	\$25 copay/prescription; deductible does not apply	\$25 copay/ plus 25% coinsurance/prescription; deductible does not apply	For Out-of-Network drug provider, you are responsible for 25% of the eligible amount after the copayment. Specialty drug coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.
	Non-preferred brand drugs	\$50 copay/prescription; deductible does not apply	\$50 copay/ plus 25% coinsurance/prescription; deductible does not apply	
	Specialty drugs	\$50 copay/prescription; deductible does not apply	Not Covered	

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	Preauthorization may be required.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
	Emergency room care	20% coinsurance	20% coinsurance	None
If you need immediate medical attention	Emergency medical transportation	20% coinsurance	20% coinsurance	Preauthorization may be required for non-emergency transportation, see your benefit booklet* for details.
	Urgent care	20% coinsurance	20% coinsurance	None
	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	\$300 deductible per admission <u>Out-of-Network</u> providers. Preauthorization required.
If you have a hospital stay	Physician/surgeon fees	20% coinsurance	40% coinsurance	\$300 deductible per admission for <u>Out-of-Network</u> providers.
	Outpatient services	\$20 copay/visit; deductible does not apply; 20% coinsurance for other outpatient services	40% coinsurance	PCP copay applies to psychotherapy visit only. Preauthorization may be required; see your benefit booklet* for details. Virtual Visits: \$15/visit; deductible does not apply.
If you need mental health, behavioral health, or substance abuse services	Inpatient services	20% coinsurance	40% coinsurance	\$300 deductible per admission <u>Out-of-Network</u> providers. Preauthorization required.
	Office visits	\$20 copay/visit; deductible does not apply	40% coinsurance	Copay applies to first prenatal visit (per pregnancy). Cost sharing does not apply for preventive services. Depending on the type of services, a copayment, coinsurance, or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	\$300 deductible per admission <u>Out-of-Network</u> providers.
If you are pregnant	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Limited to 30 visits per benefit period. Preauthorization may be required.
	Rehabilitation services	20% coinsurance	40% coinsurance	Preauthorization may be required.
	Habilitation services	20% coinsurance	40% coinsurance	\$300 deductible per admission Out-of-Network providers. Preauthorization may be required.
	Skilled nursing care	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. Durable Medical Equipment benefits are provided for both purchase and rental equipment (up to the purchase price). Preauthorization may be required.
	Durable medical equipment	20% coinsurance	40% coinsurance	\$300 deductible per admission Out-of-Network providers. Preauthorization may be required.
	Hospice services	20% coinsurance	40% coinsurance	Limited to 1 exam per benefit period.
	Children's eye exam	20% coinsurance	20% coinsurance	Lens, frames, and contacts are covered every 24 months.
If your child needs dental or eye care	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.bcbstl.com.

Excluded Services & Other Covered Services:

<p>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</p>	
<ul style="list-style-type: none"> • Acupuncture • Bariatric Surgery 	<ul style="list-style-type: none"> • Dental care (Adult) • Long-term care • Routine foot care (with exception of person with diagnosis of diabetes). • Weight Loss Programs
<p>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</p>	
<ul style="list-style-type: none"> • Chiropractic Care (Chiropractic and Osteopathic manipulation limited to 30 visits per calendar year) • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) • Hearing Aids (for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every 24 months) 	<ul style="list-style-type: none"> • Infertility Treatment (diagnosis only) • Most coverage provided outside the United States. See www.bcbsil.com • Non-Emergency Care When Traveling Outside the U.S. • Routine Eye Care (Adult) • Private Duty Nursing (with the exception of inpatient private duty nursing) (95 visits per calendar year)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-458-6024, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccoio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross and Blue Shield of Illinois at 1-800-458-6024 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? **Yes**
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? **Yes**
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-458-6024.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-458-6024.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-458-6024.

Navajo (Dine): Dinékehgo shika atohwol ninisingo, kwijigo hohe' 1-800-458-6024.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- ☑ The plan's overall deductible \$750
- ☑ Specialist copayment \$40
- ☑ Hospital (facility) coinsurance 20%
- ☑ Other coinsurance 20%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$750
Copayments	\$20
Coinsurance	\$2,000
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$2,810

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- ☑ The plan's overall deductible \$750
- ☑ Specialist copayment \$40
- ☑ Hospital (facility) coinsurance 20%
- ☑ Other coinsurance 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$750
Copayments	\$700
Coinsurance	\$30
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,500

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- ☑ The plan's overall deductible \$750
- ☑ Specialist copayment \$40
- ☑ Hospital (facility) coinsurance 20%
- ☑ Other coinsurance 20%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$750
Copayments	\$100
Coinsurance	\$300
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,150

The plan would be responsible for the other costs of these EXAMPLE covered services.

Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a [grievance](#).

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hcsc.net

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>

APPENDIX D GRIEVANCE FORM



GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-465 AND SECTION 2-860.4 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING THE SENIOR ADVISORY BOARD AND THE STORMWATER ADVISORY BOARD FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Corporate Authorities of the Town 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 said Charter; and

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to promoting the welfare of individuals residing within the Town; and

WHEREAS, the Senior Advisory Board is responsible for promoting, sponsoring, organizing, developing, and fostering civic, charitable, and community service among the senior community of the Town; and

WHEREAS, the Stormwater Advisory Board is responsible for studying the stormwater flow within the Town and providing non-binding recommendations concerning potential short-term and long-term solutions and improvements regarding such stormwater management; and

WHEREAS, the commissioners of the Senior Advisory Board and the Stormwater Advisory Board (together, the “Advisory Boards”) currently serve without compensation; and

WHEREAS, the commissioners of the Advisory Boards are dedicated to their work on behalf of the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its employees to compensate the commissioners of the Advisory Boards; and

WHEREAS, in conjunction with the foregoing, the Corporate Authorities have determined that it is necessary for the effective administration of government that the Town amend Chapter 2, Section 2-465 and Section 2-860.4 of the Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) to reflect such changes; and

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The President and the Town Board 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.

Section 2.00 Purpose.

The purpose of this Ordinance is to amend Chapter 2, Section 2-465 and Section 2-860.4 of the Town Code to establish compensation for the commissioners of the Advisory Boards.

ARTICLE II.
AMENDMENT TO CHAPTER 2, SECTION 2-465 AND CHAPTER 2-860.4 OF
THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS

Section 3.00 Amendment to Chapter 2, Section 2-465.

The Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 2, Section 2-465 of the Town Code, which Section shall read as follows:

Sec. 2-465. - Senior advisory board.

(a) *Created.* There is created a senior advisory board consisting of six members to be selected by a majority vote of the board of trustees.

(b) *Compensation; offices and equipment.* The commissioners shall receive compensation for their services in the amount of \$1,200.00 annually, and serve without compensation but they shall be reimbursed for their actual and necessary expenses. The town shall provide the commission with such offices, equipment and space as may be suitable for the operation of the commission.

(c) *Powers.* The senior advisory board shall serve as an advisory board to the president and the board of trustees and the department of senior services. The senior advisory board shall have the power and duty to:

(1) Promote, sponsor, organize, develop and foster civic, charitable and community service among the senior community of the town.

(2) Develop and foster strategies to address and solve community issues related to aging, the needs of the elderly and their care givers.

(3) To organize and encourage leadership training among the members of the community in order to develop strategies for combatting such problems.

(4) To sponsor, organize and encourage educational programs, seminars, lectures, workshops, panel discussions, discussion groups and meetings addressing issues of concern to the senior community.

(5) Work with the department of senior services to identify the need for senior services within the town.

(6) Assist in the preparation of programs for senior services and activities.

(7) Recommend ordinances for consideration of the board of trustees.

(8) Propose, create, implement and coordinate training, and educational programs for seniors.

(9) Negotiate intergovernmental agreements between the town, other local municipalities or other governmental entities for use of facilities for senior programs or for joint administration of senior programs.

(10) Perform all necessary duties essential to the effective operation of the commission.

(d) *Senior advisory committee.* There shall also be created a senior advisory committee that shall advise the senior advisory board on issues related to senior life in Cicero. The members of the advisory committee shall be selected by a majority vote of the board of trustees. There is no specific number of senior advisory committee members; instead the size of the committee shall vary depending on current needs and interest.

Section 3.01 Amendment to Chapter 2, Section 2-860.4.

The Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 2, Section 2-860.4 of the Town Code, which Section shall read as follows:

Sec. 2-860.4 – Stormwater Advisory Board.

(a) *Created.* There is hereby created the Stormwater Advisory Board. The Stormwater Advisory Board shall consist of the Director of the Water Department serving as chair, and four Town residents.

(b) *Compensation and Meeting Space.* The members of the Stormwater Advisory Board shall receive compensation for their services in the amount of \$1,200.00 annually, but shall not be entitled to receive ~~shall serve without compensation or~~ health insurance, retirement or any other benefits for their service on the Stormwater Advisory Board. The Town shall provide the Stormwater Advisory Board with meeting space, supplies and equipment as may be suitable for the operation of the Stormwater Advisory Board.

(c) *Powers and Duties of the Stormwater Advisory Board.* The purpose of the Stormwater Advisory Board is to study the stormwater flow within the Town and provide non-binding recommendations to the Town President and Board of

Trustees concerning potential short-term and long-term solutions and improvements regarding such stormwater management. The Stormwater Advisory Board shall conduct meetings as deemed necessary with Town officials, residents, members of the community and/or such other persons as may be necessary to gather information regarding stormwater management. Members of the Stormwater Advisory Board shall perform such other duties as may be provided for in this Code or by the Town President and/or the Board of Trustees.

Section 3.02 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 to take all action necessary in conformity therewith. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with these amendments and to effectuate the goals of this Ordinance.

**ARTICLE III.
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, clause, sentence, paragraph, sub-paragraph, section, or part 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. It is hereby declared to be the legislative intent of the Town Board that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, subparagraph, section, or part thereof been included.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, 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 as of January 1, 2024.

(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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF OBSOLETE VEHICLES 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 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office is no longer necessary or useful to, or for the best interests of the municipality, such a majority of the corporate authorities then holding office may: (1) authorize, by ordinance, the sale of that personal property in such manner as they may designate, with or without advertising the sale; (2) authorize any municipal officer to convert that personal property into some other form that is useful to the municipality by using the material in the personal property; or (3) authorize any municipal officer to convey or turn in any specified article of personal property as partial payment on a new purchase of any similar article; and

WHEREAS, the Town, as a home rule municipality, also has the authority to

dispose of or discard obsolete personal property; and

WHEREAS, the Town's Fleet Coordinator (the "Coordinator") has requested that the Town dispose of or discard certain obsolete equipment, specifically certain vehicles that no longer have value to the Town (the "Personal Property"), which are described in a memo (the "Memo"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Coordinator intends to dispose of the Personal Property in a fair, secure, and reasonable manner; 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 reviewed the Memo and have determined that retaining the Personal Property, which is obsolete, is no longer usable or repairable, or is surplus property or rubbish, is no longer necessary or useful to or for the best interests of the Town; and

WHEREAS, to ensure that the Town operates in an efficient and economical manner, it is necessary for the Town and its employees to have adequate space for functional equipment and personal property; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Town business, the effective administration of government, and in the best interests of the Town and its residents to authorize the Coordinator, or her respective designee, to sell, dispose of or discard the Personal Property;

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all 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 Coordinator, or her respective designee, to dispose of or discard the Personal Property to help ensure that the Town and Town employees have adequate space for functional equipment and personal property, and to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes and directs the Coordinator, or his respective designee, to dispose of or discard the Personal Property in accordance with the terms of this Ordinance and ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Town Board authorizes and directs the President and the Commissioner, or designees of the same, to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(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

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

From: Kim Hrabak – Fleet Coordinator

Date: November 6, 2023

Re: Disposal of Town Vehicles

Public Works - 1999 Ford F450 Bus 1FDXE40F1XHB88692

Rodent Dept – 1994 Chevy Lumina 1GN DU06D3RT110012

Water Dept – 2008 Ford Escape 1FM CU49H68KC13869

Water Dept – 2009 Ford Escape 1FAHP34N09W267290

Community Service – 204 Crown Victoria 2FAFP71W34X186471

These vehicles are beyond repair and are in need of disposal.

If you have any questions please contact me.

Thank you,
Kim Hrabak

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE INTERIM PURCHASING POLICY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Corporate Authorities of the Town 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 said 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”) previously adopted the Interim Purchasing Policy (the “Policy”) to establish a uniform system for purchasing supplies, equipment, or services within the Town; and

WHEREAS, the Policy further ensures that all purchases are accompanied by proper documentation; and

WHEREAS, the Town recently implemented a new software system for purchase orders and invoices; and

WHEREAS, in light of the new software system, the Corporate Authorities have determined that it is in the best interests of the Town and its employees to update and amend the Policy; and

WHEREAS, the amended Policy is attached hereto and incorporated herein as Exhibit A; and

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The President and the Town Board 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.

Section 2.00 Purpose.

The purpose of this Ordinance is to amend the Policy to be used by Town Department Heads or their designees when purchasing products or services for the Town, to take all necessary steps to carry out and effectuate the guidelines of the Policy.

ARTICLE II.

Section 3.00 Actions Authorized.

The Policy is hereby adopted in amended form as set forth in Exhibit A. 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 amended Policy, and to 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 and to effectuate the goals of this Ordinance.

**ARTICLE III.
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, clause, sentence, paragraph, sub-paragraph, section, or part 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. It is hereby declared to be the legislative intent of the Town Board that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof been included.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, 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
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

INTERIM PURCHASING PROTOCOL FOR TOWN OF CICERO DEPARTMENT HEADS

OVERVIEW OF PURCHASING POLICY

The following is intended as a guideline for Town of Cicero Department Heads and their appointed designees, in processing purchase requests.

The primary rule for purchase authorizations is that each **DEPARTMENT HEAD** is **ULTIMATELY** responsible for purchases charged to his or her department.

PURCHASES TOTALING FIFTEEN THOUSAND DOLLARS OR MORE

As a general rule, all purchase requests or invoices for goods and services rendered in an amount of fifteen thousand and no/100 U.S. dollars (\$15,000.00) or greater, must be presented to the Board of Trustees of the Town for approval with a memorandum requesting such approval from the Board and three (3) competitive bids and/or proposal must accompany the purchase request. **Please note that this section does not apply to services requiring unique skill or knowledge including, without limitation, professional services. If for any reason bids could not be obtained, the Department Head shall state the reasons why in his or her memorandum to the Board and request that the Board waive the bidding requirement.

PURCHASES TOTALING LESS THAN FIFTEEN THOUSAND DOLLARS AND REIMBURSEMENTS

1. Prior to the purchase of goods or services, the Department Head shall confirm appropriate funds are available in the Department's budget.
2. All invoices for purchases for less than Fifteen Thousand no/100 U.S. dollars (\$15,000.00) shall be submitted to the Clerk's Office for payment by use of the Town's NWERP software system. All vendor invoices and receipts must be attached electronically to the invoice entry in the NWERP software.
3. All invoices must be approved for payment by the Department Head, or an alternate designee determined by the Department Head prior to submittal to the Clerk's Office.
4. The Department Head must submit written authorization to the Clerk's Office indicating which staff members are allowed to enter and/or approve invoices on behalf of the Department.

5. All invoices must be submitted for payment and approved by the Clerk's Office prior to the deadline before each Board meeting. Deadlines will be determined and announced by the Clerk's Office.
6. It is the Department Head's responsibility to ensure proper training of the software is obtained by all staff using the system. Training is available by request through the Clerk's Office.
7. The Department Heads and their designees shall no longer be required to create purchase orders in the Town's software system. All purchases and invoices shall be entered as invoices for accounting purposes.
8. Department Head Reimbursements shall be approved by the Clerk's office except where there is a conflict of interest (such as Clerk's office approving Town Clerk's reimbursement). Reimbursements shall be submitted to the Clerks office using accounting software. If there is a conflict of interest, the Department Head reimbursement shall be reviewed and approved by the Finance Department.
9. All original invoices must be turned in to the Clerk's Office once entered into the system and approved.
10. Any and all vendors must provide a W9 and, if a corporation, a certificate of good standing.

For questions regarding software or IT questions, contact Amanda Wolff at extension 270 or the Clerk's Office at extension 227, 201, 537, or 272. . **Please note that this section does not apply to anything falling under the section, entitled "Centralized Purchasing."

FOR THE USE OF TOWN CREDIT CARDS

Department Heads may request that the Town Clerk's office issue a Town Credit card. The Town President shall approve or deny such requests. The Town Clerk's office shall inform any such Department Head of the credit limit available for use. Town credit cards shall be used exclusively for Town related purchases.

All receipts must be turned in to the Clerk's Office upon the initiation of each charge.

CENTRALIZED PURCHASING

1. The purchasing funding for all printing, print advertising, form printing, etc. has been centralized under the Town's Public Relations Department. For these requests contact Ray Hanania at extension 855.

2. The acquisition of all computer software and hardware, including all personal computers, workstations, computer supplies, etc. has been centralized under the Town's Information Technology Department. For these requests contact Amanda Wolff at extension 270.
3. All automobile acquisitions, except for the Cicero Police Department, have been centralized under the Fleet Maintenance Department. For these requests contact Dan Wolff at (708) 227-9578.
4. The purchasing of the following items has been centralized under the Town's Purchasing Department. For these requests contact Mary Lou Schvach at extension 232 or 380.
 - Office and equipment supplies
 - Uniforms (excluding the uniforms of the fulltime members of the Cicero Police Department and Cicero Fire Department)
5. All purchasing of janitorial supplies, coffee supplies and drinking water has been centralized under the Maintenance Department. For these requests contact James Wood at extension 291.
6. All service contracts with an annual cost of three thousand and no/100 U.S. dollars (\$3,000.00) or greater and any intergovernmental agreement must be reviewed and approved by the Office of the Town Attorney. For these requests contact Michael T. Del Galdo at extension 222.
7. All consultants providing services for the Town must have a written agreement reviewed and approved by the Office of the Town Attorney. The Town Attorney must approve the agreement prior to placing any expenditure on a semi-monthly warrant for payment. For these requests contact Michael T. Del Galdo at 222.

ANNUAL BUDGET

For purposes of preparing an annual budget, each Department Head will be required to send a list of all vendors utilized by that Department, which list shall include descriptions of goods and monies paid for such goods, to the Town President. Please send your vendor list to the Town President no later than January 31 for the prior calendar year.

EXPENDITURES RELATED TO GRANT PROGRAMS OR AWARDS

The Town has adopted a Grant Administration Policy for the Town. Any Department Head or designee utilizing grant funds shall abide by the Grant Administration Policy. In the

event of any conflict between the Grant Administration Policy and this Policy related to the use or expenditure of grant funds, the Grant Administration Policy shall control.

RESOLUTION NO. _____

A RESOLUTION EXTENDING THE TERM OF CERTAIN APPOINTED OFFICERS, EMPLOYEES, OFFICIALS, AND CERTAIN MEMBERS OF THE BOARD OF TRUSTEES APPOINTED TO SPECIFIC COMMITTEES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”), with the advice and consent of the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”), has appointed certain officers, employees, officials, and certain members of the Town Board to specific positions, boards, commissions and/or committees within the Town; and

WHEREAS, the term of the aforementioned appointments (the “Appointments”) will expire at 11:59 p.m. on November 30, 2023, or at such other time as the Corporate Authorities deem necessary; and

WHEREAS, the Corporate Authorities have determined that it is necessary for the effective administration of government and further find that it is in the best interests of the

Town to extend the term of the Appointments until 11:59 p.m. on January 9, 2024, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof;

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 extension of the Appointments until 11:59 p.m. on January 9, 2024, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

Section 3.0 Effectiveness and Term of Appointments.

The Corporate Authorities hereby extend the term of the Appointments from 11:59 p.m. on November 30, 2023 to 11:59 p.m. on January 9, 2024 or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

**ARTICLE II.
AUTHORIZATION**

Section 4.0 Authorization.

The Corporate Authorities hereby authorize the extension of the Appointments, which Appointments shall remain in full force and effect until 11:59 p.m. on January 9, 2024, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

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

Section 5.0 Headings.

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

Section 6.0 Severability.

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

Section 7.0 Superseder.

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

Section 8.0 Publication.

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

Section 9.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN LICENSE AGREEMENT WITH SOUREK FUNERAL HOME FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to improving access to Town facilities; and

WHEREAS, Sourek Funeral Home (“Sourek”) owns certain real property in the Town, located at 5645 W. 35th Street, Cicero, Illinois, including ten (10) parking stalls (the “Property”); and

WHEREAS, the Town’s Senior Center (the “Senior Center”) abuts the Property and is located at 5631 W. 35th Street, Cicero, Illinois; and

WHEREAS, the Town desires access to additional parking spaces for the use of the patrons of the Senior Center and has requested the exclusive use of the Property for parking purposes during certain hours; and

WHEREAS, there exists a certain license 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 Sourek will grant an exclusive license to the Town for the use of the Property; 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 Sourek will provide an exclusive license to the Town for parking purposes on the Property during certain hours 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.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2023 ("Effective Date") by and between the Town of Cicero, an Illinois municipal corporation (the "Town" or the "Licensee"), and the Sourek Funeral Home, an Illinois corporation ("Sourek" or the "Licensor"). (For convenience, the Licensee and the Licensor may be referred to collectively as the "Parties" and each individually as a "Party.")

RECITALS

WHEREAS, the Licensor owns certain real property in the Town, located at 5645 W. 35th Street, Cicero, Illinois consisting of ten (10) parking stalls (the "Property"); and

WHEREAS, the Property is used for vehicular parking; and

WHEREAS, the Licensor operates a Funeral Home with the common address of 5645 W. 35th Street, Cicero, Illinois (the "Funeral Home"); and

WHEREAS, the Licensee has requested the exclusive use of certain ten (10) parking stalls abutting the east side of the Property, as more fully depicted in Exhibit A, for the employees and visitors to the Town's Senior Center with the common address of 5631 W. 35th Street, Cicero, Illinois for parking purposes during certain hours; and

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

- Incorporation of Recitals.** The recitals stated above are an integral part of this Agreement and are incorporated into this Agreement by reference and made a part hereof.
- License.** Subject to the terms, conditions and limitations contained in this Agreement, the Licensor hereby grants to the Licensee an exclusive license (the "License") to use ten (10) certain, contiguous parking stalls, located at 5645 W. 35th Street, in the Town of Cicero, Illinois (the "Licensed Premises"), for the sole use of Licensee's employees, agents, and visitors to the Town's Senior Center between the hours of 8:00 a.m. and 5:00 p.m. daily. The License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Licensed Premises, whether or not of record.
- Term of License.** The term of the License (the "Term") shall be for two (2) years beginning on the Effective Date unless otherwise terminated pursuant to the provisions of this Agreement. The Licensee shall have the right to terminate this Agreement at any time, for cause or no cause, upon thirty (30) calendar days' written notice to the Licensor. At the expiration of the Term or the earlier termination of the License and this Agreement, the Licensee shall cease all use of the Licensed Premises.
- License Fee.** In consideration of the License, the Licensee shall remit to the Licensor twelve thousand dollars (\$12,000.00) annually (the "Annual License Fee"). The Annual License Fee payment shall be due on the first of December. If any of said dates shall fall on a weekend or a national holiday, the payment shall be due on the next following business day. If the Licensee terminates the agreement, the Licensor shall reimburse the Licensee the pro-rata portion of the fee, depending on the time of the termination.

5. **Insurance Requirement of Licensor.** At all times during the Term of the License, the Licensor agrees to and shall procure and maintain in full force and effect, at the Licensor's sole cost and expense, a policy or policies evidencing the types of insurance specified as follows:

- a. Commercial General liability insurance in the minimum amount of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence; and
- b. Workers' compensation insurance covering all of the Licensor's employees with limits equal to or greater than the Illinois statutory amount for employee claims and employer's liability coverage for each occurrence, accident or illness.

Licensor shall furnish to the Licensee evidence of insurance indicating that the foregoing coverage is in effect and said insurance shall remain in effect during all periods during which the License is in effect.

6. **Indemnification.** The Licensee agrees to and shall defend, indemnify and hold the Licensor, its past and present officers, trustees, directors, agents, representatives, attorneys, contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to the Licensor (collectively, the "**Licensor Indemnified Parties**") harmless from and against any and all claims, losses, demands, expenses and/or liabilities resulting from the Licensee's use of the Licensed Premises during the hours from 8:00 a.m. until 5:00 p.m., whenever such claim, loss, damage, action, cause of action, expense, and/or liability arises from the negligent or wrongful act or omission resulting from the Licensee's employees, agents, or invitees during the Licensee's exclusive use of the Licensed Premises.

The Licensor agrees to and shall defend, indemnify and hold the Licensee, its past and present officers, trustees, directors, agents, representatives, attorneys, contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to the Licensee (collectively, the "**Licensee Indemnified Parties**") harmless from and against any and all claims, losses, demands, expenses and/or liabilities resulting from the Licensor's use of the parking lot and property outside of the Licensed Premises and the Licensed Premises from the hours from 5:00 p.m. to 8:00 a.m., whenever such claim, loss, damage, action, cause of action, expense, and/or liability arises from the negligent or wrongful act or omission resulting from the Licensor's employees, agents, or invitees.

The indemnification required in this Section shall survive the termination or expiration of the License for matters occurring or arising prior to such termination or expiration. The Parties acknowledge that the requirements set forth in this Section are separate, distinct and apart from and not limited by the Parties' other duties under this Agreement.

7. **Maintenance.** The Licensor shall, at the Licensor's sole cost, expense and liability, keep and maintain the Licensed Premises in good condition and repair during the Term of the License, normal wear and tear excepted. The Licensor shall be financially responsible for replacing any damaged property resulting from the Licensor's or its officers', employees', agents', contractors', representatives', guests' or invitees' use of, access to, and ingress and egress to and from the Licensed Premises.

8. **Snow Removal.** If there is a snowfall of three (3) inches or greater, the Licensee agrees to plow the Licensee's exclusive use parking stalls.

9. **Ticketing and Towing.** The Licensee expressly acknowledges that the Licensor shall have no duty to ticket or tow any vehicles parked on the Licensed Premises at any time. The Licensee shall have the authority to have any vehicle ticketed and/or towed from the Licensed Premises at any time.

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

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

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

- c. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

- d. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

- e. **Transfers.** The License is for the sole use of the Licensee and the Licensee's directors, officers, guests, employees, independent contractors, officials, agents, representatives and invitees. The Parties shall not assign, sublicense, rent or otherwise transfer any of the Licensee's rights under this Agreement.

- f. **No Recordation.** Neither this Agreement nor any memorandum or summary thereof shall be recorded in the Office of the Cook County Recorder of Deeds.

- g. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be

executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission 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 Licensor:	Sourek Funeral Home 5645 W. 35 th Street Cicero, IL 60804
To the Licensee:	Town of Cicero 4949 West Cermak Road Cicero, Illinois 60804 Attention: President's Office
With a copy to:	Del Galdo Law Group, LLC 1441 South Harlem Avenue Berwyn, Illinois 60402 Attention: Michael Del Galdo Facsimile: 708-222-7001

- h. 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 or electronic mail shall have the same effect as an original signature.
- i. Authority to Enter into the Agreement.** Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.
- j. Third Party Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.
- k. 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.
- l. Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
- m. Surrender of the Licensed Premises.** Upon the expiration or earlier termination of the License, the Licensee shall immediately surrender the Licensed Premises to the Licensor.
- n. Effective Date.** This Agreement shall be effective upon the date this

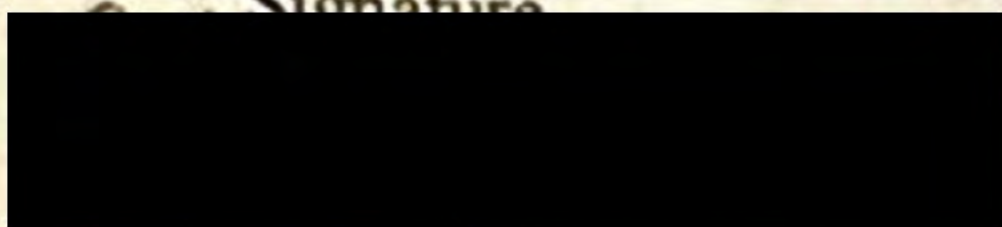
THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

THE SOUREK FUNERAL HOME THE TOWN OF CICERO

Printed Name

Charles Sourek

Signature



Title

President

Date

11-17-2023

Larry Dominick

Printed Name

Signature

President

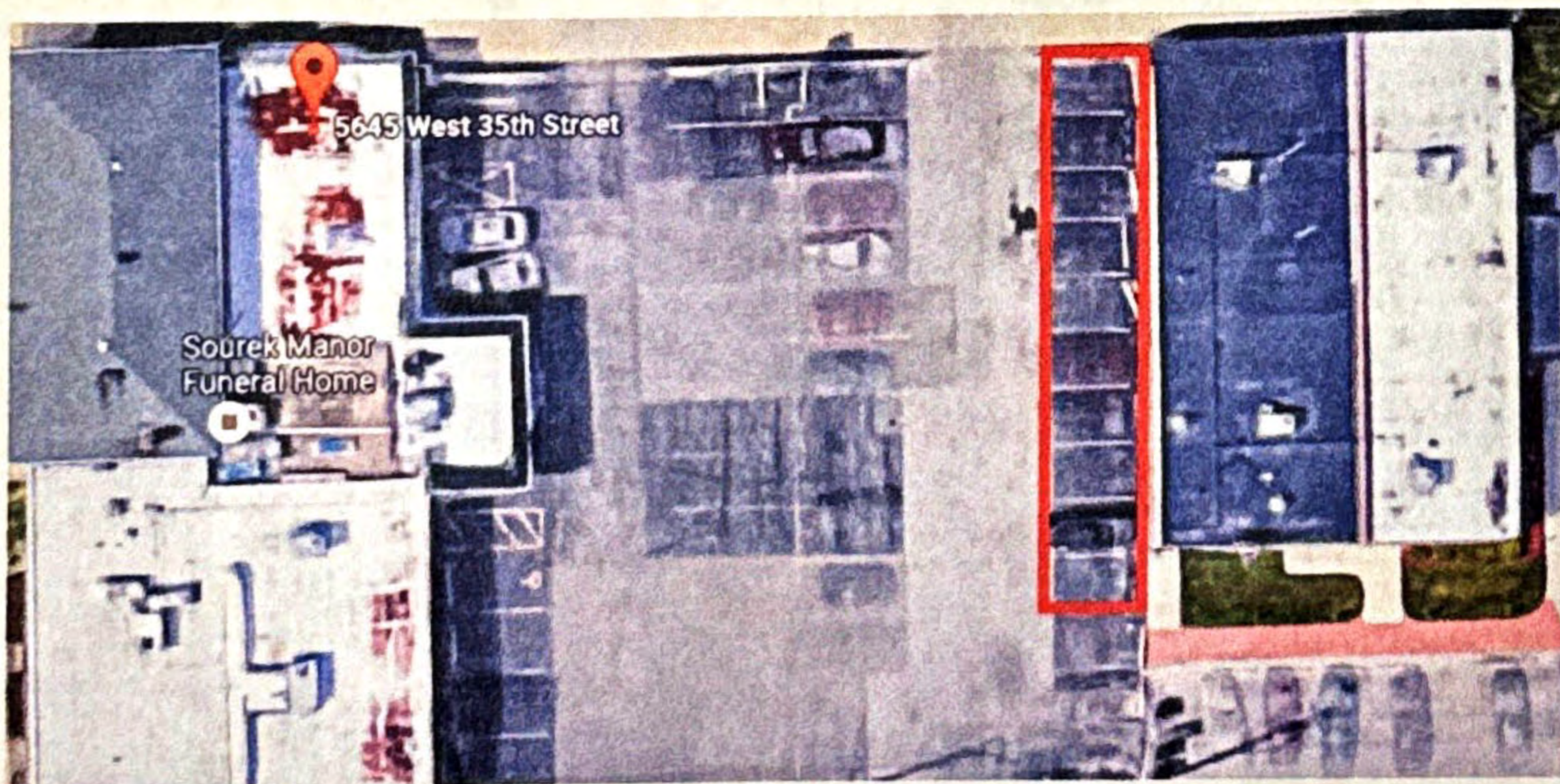
Title

Date

□

EXHIBIT A

The ten (10) parking stalls are located inside the red lines in the photograph below.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING CERTAIN INVOICES FROM FAUST, INC. DBA ABC AUTOMOTIVE ELECTRONICS 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 protecting the safety of individuals visiting, residing in, and working in the Town; and

WHEREAS, the Cicero Police Department (the “CPD”) is responsible for protecting the rights, welfare, and property of Town residents, preventing crime, and ensuring the safety of individuals residing in and visiting the Town; and

WHEREAS, to ensure the proper execution of their duties, it is necessary for officers of the CPD to have effective and efficient modes of communication; and

WHEREAS, in connection with the foregoing, the Corporate Authorities recognize the need for a third party to install and/or service certain communication equipment for the CPD; and

WHEREAS, Faust, Inc. d/b/a ABC Automotive Electronics (“ABC Automotive”) installed necessary communications equipment in five (5) CPD patrol vehicles (the “Services”) and submitted invoices (the “Invoices”) for said installations, copies of which are attached hereto and incorporated herein as Group Exhibit A; and

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



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: President Larry Dominick and the Board of Trustees

From: Thomas P Boyle, Superintendent of Police

Cc: Michael Delgado, Town Attorney
David Gonzalez, Town Chief Financial Officer

Date: November 9, 2023

Re: Request for approval – Payment of ABC invoices for up-fitting/installation of emergency equipment/other related items on 3 new purchase 2022 Ford Police Interceptors

This document is an official request to pay invoices for the up-fitting/installation of emergency equipment, computer mounts, safety cages, and other misc. related equipment on three 2022 Ford SUV Police Interceptors to enable them to be put into service.

The purchase of the three (3) Ford Police Interceptors for the Police Department was authorized under ordinance 11-23 on 14 Feb 2023 (attached). Post-purchase, the vehicles were up-fitted with the described equipment/per our specifications by our up-fitting vendor: ABC Automotive Electronics

The attached three (3) invoices represent the billed amount for such completed work. Each invoice has a corresponding VIN # to the vehicle in which the equipment was installed.


- Invoice # 241461 for \$14,338.39 ref VIN # IFM5K8ABXNGB48844
- Invoice # 241463 for \$14,338.39 ref VIN # 1FM5K8AB1NGB48926
- Invoice # 241665 for \$14,338.39 ref VIN # 1FM5K8AB9NGB48978

Total \$ **43015.17**

Payment should be made to **ABC Automotive Electronics**
7213 West Roosevelt Road
Forest Park, IL 60130

The approval of this request is greatly appreciated. Thank you for your time and consideration.

Respectfully


Thomas P Boyle
Superintendent of Police

Town President Larry Dominick:

Approved: _____

Denied: _____

Date: _____ 189



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: President Larry Dominick and the Board of Trustees

From: Thomas P Boyle, Superintendent of Police

Cc: Michael Delgado, Town Attorney
David Gonzalez, Town Chief Financial Officer

Date: January 24, 2023

Re: Request for approval - Ford Police Interceptors Purchase – Three White 2022 Interceptors

This document is an official request to purchase three (3) Ford Police Interceptors for the Police Department's fleet to replace aging and high-mileage patrol vehicles. This will continue to update our overall fleet.


The total for the 3 Ford Police Interceptors will be \$116,700.00 and will be purchased from Currie Motors of Frankfort, IL. Currie Motors is a member of the Illinois Purchasing Program and the listed prices are based on that program. These police package vehicles, under this program, have not been readily available due to shortages and closing dates. They have only recently been available and our representative from Currie Motors, Mr. Sullivan has recently advised ADS Schullo, Police Department's Division of Administration, that these vehicles will be available in the very near future (in transit) set aside pending approval of the purchase.

Please see attached documents on the described Police Interceptors, which are in transit to Currie Motors.

If approved, the purchased vehicle will then require up-fitting prior to being placed in service.


Thank you for your time and consideration.

Respectfully,


Thomas P Boyle
Superintendent of Police

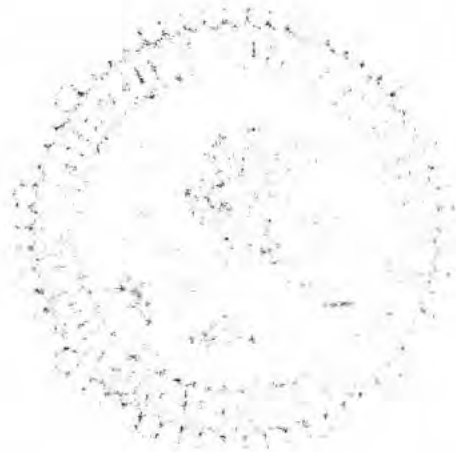


Town President Larry Dominick:

Approved: 

Denied:

Date: 24 JAN 2023





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: ADS. Schullo #105
Subject: Vehicles

Currently the Cicero Police Department has a fleet that encompasses new vehicles and older vehicles. The older vehicles that are in the fleet create's many issues including but not limited to high mileage and the need to replace various parts. Due to the current shortages that affect the world, it places a restraint on us again due to the fact that the parts now are limited and or take time to receive. These limitations place the vehicle out of service for short to long periods of time.

Therefore the depletion of the fleet has an adverse effect on daily operations. There is a dire need to increase the fleet in order to meet the expectations of the community we serve. As new vehicles come available to our State vendor Currie Motors they will be offering us vehicles to purchase.

I am requesting payment for the Purchase of 3 Ford Explorers

Please see the attached invoices

Respectfully,


ADS Dominic Schullo

CURRIE MOTORS COMMERCIAL CENTER

INVOICE

10125 W Laraway
Frankfort, IL 60423

Phone: 815-464-9200

Fax: 815-464-7500

curriefleet@gmail.com

SOLD TO:

TOWN OF CICERO
4901 W CERMAK RD
CICERO, IL. 60804

INVOICE NUMBER | E9312
INVOICE DATE | 01/04/2023
PURCHASE ORDER NO.
SALESPERSON | T SULLIVAN
TERMS | C.O.D.
DELIVERY ETA

SHIPPED TO:

SAME AS ABOVE

E9312	2022 POLICE INTER UTILITY	1FM5K8AB1NGB48926	\$	38,900.00
E9321	2022 POLICE INTER UTILITY	1FM5K8ABXNGB48844	\$	38,900.00
E9323	2022 POLICE INTER UTILITY	1FM5K8AB9NGB48978	\$	38,900.00
<p>FINANCE CHARGES will apply if the invoice is unpaid from <u>15 days</u> after delivery date of the vehicle. The "FINANCE CHARGES" are computed by a periodic rate of <u>1%</u> per month. The title application must be filed with Secretary of State within <u>30 days</u> or will be subject to a delinquent fee of <u>\$188.00</u></p>			SUBTOTAL	\$ 116,700.00

MAKE ALL CHECKS PAYABLE TO:

Currie Motors
Attn: Accounts Receivable
9423 W. Lincoln Highway
Frankfort, IL 60423

PAY THIS AMOUNT

\$ 116,700.00

THANK YOU FOR YOUR BUSINESS!

ORDINANCE NO. 11-23

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF VEHICLES FOR THE POLICE DEPARTMENT OF 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") protects the public by responding to criminal activity and other emergencies; and

WHEREAS, to ensure the continued efficient operation of the Department, it has been determined that the Department is in need of three (3) additional vehicles; and

WHEREAS, the Department has requested that the Town purchase three (3) Ford Police Interceptors (the "Vehicles"); and

WHEREAS, Currie Motors (the "Vendor") has provided the Town with invoices for the purchase of the Vehicles (the "Invoices"); and

WHEREAS, a copy of the Invoices is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Department has the necessary funds in its budget to purchase the Vehicles in accordance with the terms of the Invoices; 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; 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") deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to purchase the Vehicles; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town and its residents to take all steps necessary to purchase the Vehicles in accordance with the terms of the Invoices;

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

ARTICLE I. IN GENERAL

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the purchase of the Vehicles in accordance with the terms of the Invoices, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes the purchase of the Vehicles from the Vendor in accordance with the terms of the Invoices and authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Vehicles described herein, the same is hereby waived.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this 14th day of February, 2023, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso	X			
Cundari	X			
Reitz	X			
Garcia	X			
Porod	X			
Cava	X			
Vargas	X			
(President Dominick)	—	—	—	—
TOTAL	7	0	0	0

APPROVED by the President on February 14, 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: President Larry Dominick and the Board of Trustees

From: Thomas P Boyle, Superintendent of Police

Cc: Michael Delgado, Town Attorney
David Gonzalez, Town Chief Financial Officer

Date: January 24, 2023

Re: Request for approval - Ford Police Interceptors Purchase – Three White 2022 Interceptors

This document is an official request to purchase three (3) Ford Police Interceptors for the Police Department's fleet to replace aging and high-mileage patrol vehicles. This will continue to update our overall fleet.


The total for the 3 Ford Police Interceptors will be \$116,700.00 and will be purchased from Currie Motors of Frankfort, IL. Currie Motors is a member of the Illinois Purchasing Program and the listed prices are based on that program. These police package vehicles, under this program, have not been readily available due to shortages and closing dates. They have only recently been available and our representative from Currie Motors, Mr. Sullivan has recently advised ADS Schullo, Police Department's Division of Administration, that these vehicles will be available in the very near future (in transit) set aside pending approval of the purchase.

Please see attached documents on the described Police Interceptors, which are in transit to Currie Motors.

If approved, the purchased vehicle will then require up-fitting prior to being placed in service.


Thank you for your time and consideration.

Respectfully,


Thomas P Boyle
Superintendent of Police



Town President Larry Dominick:

Approved: 

Denied: _____

Date: 24 JAN 2023





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: ADS. Schullo #105
Subject: Vehicles

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I am requesting payment for the Purchase of 3 Ford Explorers

Please see the attached invoices

Respectfully,

[Redacted signature]

ADS Dominic Schullo

CURRIE MOTORS COMMERCIAL CENTER

INVOICE

10125 W Laraway
Frankfort, IL 60423

Phone: 815-464-9200

Fax: 815-464-7500

curriefleet@gmail.com

SOLD TO:

TOWN OF CICERO
4901 W CERMAK RD
CICERO, IL. 60804

INVOICE NUMBER | E9312
INVOICE DATE | 01/04/2023
PURCHASE ORDER NO.
SALESPERSON | T SULLIVAN
TERMS | C.O.D.
DELIVERY ETA

SHIPPED TO:

SAME AS ABOVE

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MAKE ALL CHECKS PAYABLE TO:

Currie Motors
Attn: Accounts Receivable
9423 W. Lincoln Highway
Frankfort, IL 60423

PAY THIS AMOUNT

\$ 116,700.00

THANK YOU FOR YOUR BUSINESS!

Prepared for: , Town Of Cicero

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: cicerut
Date: 11/16/2022

Prepared for:

Town Of Cicero

Prepared by: THOMAS SULLIVAN

11/16/2022

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2022 Police Interceptor Utility AWD Base (K8A)**

Price Level: 260 | Quote ID: cicerut

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$41,110.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display. - SYNC 3 Communications & Entertainment System Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$3,370.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
Seats & Seat Trim		

Prepared for:

Town Of Cicero

Prepared by: THOMAS SULLIVAN

11/16/2022

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2022 Police Interceptor Utility AWD Base (K8A)**

Price Level: 260 | Quote ID: cicerut

As Configured Vehicle (cont'd)

Code	Description	MSRP
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> <i>Includes:</i> - SYNC 3 Communications & Entertainment System <i>Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	Included
66B	Tail Lamp Lighting Solution Recommend using ultimate wiring package (67U). <i>Includes LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.</i>	\$430.00
66C	Rear Lighting Solution Recommend using ultimate wiring package (67U). <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i>	\$455.00
67V	Front & Rear Police Wire Harness Connector Kit <i>For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.</i>	\$185.00
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00

Prepared for:

Town Of Cicero

Prepared by: THOMAS SULLIVAN

11/16/2022

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2022 Police Interceptor Utility AWD Base (K8A)**

Price Level: 260 | Quote ID: cicerut

As Configured Vehicle (cont'd)

Code	Description	MSRP
43A	Rear Auxiliary Liftgate Lights Recommend using ready for the road package (67H) or ultimate wiring package (67U). <i>Red/blue LED lights. Located beneath liftgate glass in applique panel. LED lights only. Wiring and controller not included.</i>	\$395.00
63B	Side Marker LED Sideview Mirrors Recommend using ready for the road package (67H) or ultimate wiring package (67U). <i>Includes driver side - red/passenger side - blue. Located on exterior mirror housing. LED lights only. Wiring and controller not included.</i>	\$290.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
87R	Rear View Camera Not recommended with option (47E) 12.1" integrated computer screen. <i>Displayed in rear view mirror. Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R).</i> <i>Includes:</i> - Electrochromic Rear View Mirror Video is displayed in rear view mirror.	N/C
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.</i>	N/C
549	Heated Sideview Mirrors	\$60.00
47A	Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i>	\$260.00
76R	Reverse Sensing System	\$275.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	\$315.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD

Prepared for:

Town Of Cicero

Prepared by: THOMAS SULLIVAN

11/16/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260 | Quote ID: cicerut

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		\$41,000.00
Destination Charge		\$1,495.00
TOTAL		\$42,495.00

Prepared for:

Town Of Cicero

Prepared by: THOMAS SULLIVAN

11/16/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260 | Quote ID: cicerut

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

Prepared for:

Town Of Cicero

Prepared by: THOMAS SULLIVAN

11/16/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260 | Quote ID: cicerut

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$41,110.00
Options	-\$110.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$42,495.00
<i>Discount Adjustments</i>	
Discount Adjustments	-\$3,595.00
Total	\$38,900.00

Customer Signature

Acceptance Date

Prepared for:

Town Of Cicero

Prepared by: THOMAS SULLIVAN

11/16/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260 | Quote ID: cicerut

Pricing Summary - Multiple Vehicles

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$123,330.00
Options	-\$330.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$4,485.00
Subtotal	\$127,485.00
<i>Discount Adjustments</i>	
Discount Adjustments	-\$10,785.00
Total	\$116,700.00

Customer Signature

Acceptance Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH FLOCK GROUP, INC. FOR LICENSE PLATE READER 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, 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 Cicero Police Department (the “Department”) is responsible for protecting the rights, welfare, and property of Town residents, preventing crime, and ensuring the safety of individuals residing in and visiting the Town; and

WHEREAS, the Department previously purchased license plate reading equipment from Flock Group, Inc. (“Flock”); and

WHEREAS, to ensure the proper execution of their duties, it is necessary for members of the Department to be equipped with certain updates, software, and related

services for the license plate readers (the “Services”); and

WHEREAS, the Town received a service agreement (the “Agreement”) from Flock to provide the Services, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Department has the necessary funds in its budget to purchase the Services in accordance with the terms of the Agreement; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to enter into the Agreement with Flock for the Services; 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 authorize the President, or his designee, to enter into and approve the Agreement with

Flock, 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 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, including any necessary, additional agreements or documents associated with the Agreement. The Town Board further authorizes the President, or his designee, to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Services contained within the Agreement are subject to competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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 for the Town of Cicero

CC: Mr. Michael Delgado, Town Attorney-Town of Cicero
Mr. David Gonzalez, Town of Cicero Financial Officer

From: Thomas P Boyle, Superintendent of Police

Date: November 9, 2023

Subject: Request for approval to enter into a 5-year service agreement with Flock Safety to service and update our inventory of Flock License Plate Readers (LPRs) Cameras

Mr. President and Board of Trustees:

This memorandum's purpose is to formally request final approval a 5-year service agreement with Flock Safety to service and update our current inventory of 32 Flock License Plate Readers (LPRs). The agreement also includes Flock Safety Advanced Search capabilities.

By entering into this agreement we will avoid a service agreement increase due in 2024 and allow us to control increases during these 5 years while at the same time securing a \$60,000 discount over five years.

Our goal with the multi-year agreement is to ensure consistency of product by having proper service and updates being conducted without gaps or delays. Also, it secures savings that are consistent and predictable as is the cost for the servicing of our LPRs. This will allow us to replace our annual contracts with Flock and secure a multi-year agreement with savings attached.

The Flock Safety 5-year order form and billing schedule are attached for your review. Your consideration of my request is greatly appreciated.

Respectfully,



Thomas P Boyle
Superintendent of Police

Town President Larry Dominick:

Approved: _____
Denied: _____
Date: _____

Flock Safety + IL - Cicero PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mike Hutton
michael.hutton@flocksafety.com
8476090201



EXHIBIT A
ORDER FORM

Customer: IL - Cicero PD
 Legal Entity Name: IL - Cicero PD
 Accounts Payable Email: dschullo@thetownofcicero.com
 Address: 4901 W Cermak Rd Cicero, Illinois 60804

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$89,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	21	Included
Flock Safety Falcon®	Included	11	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$3,500.00	1	\$3,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$89,000.00
Annual Recurring Subtotal:	\$89,000.00
Discounts:	\$60,000.00
Estimated Tax:	\$0.00
Contract Total:	\$445,000.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$89,000.00
Annual Recurring after Year 1	\$89,000.00
Contract Total	\$445,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$52,500.00
Flock Safety Add-ons	\$7,500.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
TemplateErrorExists:XPath expression (//Flock_Safety_LPR_Products[text()='Flock Safety Falcon ®']) returned more than one node		

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Cicero PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH POWER DMS FOR SOFTWARE FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to protecting the safety of individuals visiting, residing in, and working in the Town; and

WHEREAS, the Cicero Police Department (the “Department”) is responsible for protecting the rights, welfare, and property of Town residents, preventing crime, and ensuring the safety of individuals residing in and visiting the Town; and

WHEREAS, the Department is in need of policy management software (the “Software”); and

WHEREAS, Power DMS by Neogov (the “Vendor”) has provided the Town with a service agreement (the “Agreement”) for the Software, which is attached hereto and

incorporated herein as Exhibit A; and

WHEREAS, the Department has the necessary funds in its budget to purchase the Software in accordance with the terms of the Agreement; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to enter into the Agreement with the Vendor for the Software; 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 authorize the President, or his designee, to enter into and approve the Agreement with the Vendor, 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 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, including any necessary, additional agreements or documents associated with the Agreement. 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 Software contained within the Agreement 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



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: President Larry Dominick and the Board of Trustees

From: Thomas P Boyle, Superintendent of Police

Cc: Michael Delgado, Town Attorney
David Gonzalez, Town Chief Financial Officer

Date: November 13, 2023

Re: Request for approval – Entry into a 5-year subscription agreement with Power DMS by NEOGOV for policy retention and distribution software

This document is an official request for approval to enter into a 5-year subscription contract with Power DMS (by NEOGOV) for the use of their “PowerPolicy Professional” software.

This software is a “...policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing documents, Power DMS University, and Analytics for advanced reporting...” The agreement would also include access for 185 employees of the Department to have access to this software-as-a-service subscription, as authorized users.

The standard in the industry is PowerDMS for policy management and this software is a pre-requisite in Illinois to gain Illinois accreditation, if desired, for police agencies by the Illinois Law Enforcement Accreditation Program (ILEAP). ILEAP accreditation is voluntary and is one of the many future goals of the Department’s strategic plan.

The first year of the agreement has a higher cost than subsequent years due to training and setup (PowerPolicy Professional Setup-onboarding) costs. Each subsequent year after year one is the same through year five. This five-year agreement will allow control of overall cost in the 5 years by maintaining the cost of the software at the current rate without increasing for the duration of the agreement.

Schedule of cost for the agreement:



Year #1 = \$10,423.50
Years#2-#5= \$ 9373.50

Attachment: 5-year service agreement- PowerDMS by NEOGOV

Provider Info: PowerDMS by NEOGOV
2120 Park Pl. Suite 100
El Segundo, CA. 90245



Thank you for your time and consideration of this request.

Respectfully 


Thomas P Boyle
Superintendent of Police

Town President Larry Dominick:
Approved: _____
Denied: _____
Date: _____



Contract Records		Order Details	
Account Number:		Order #:	Q-223794
Customer:	Cicero Police Department (IL)	Valid Until:	12/18/2023
Employee Count:	185	Subscription Start Date:	Last signature date, or as shown in grid below (as applicable), whichever is later.
Sales Rep:	Julianna Kearns	Subscription Term (months):	36
Customer Contact			
Billing Contact:	Cicero Police Department (IL)	Shipping Contact :	Cicero Police Department (IL) THOMAS BOYLE
Billing Address:	4901 W. Cermak Road Cicero, IL 60804	Shipping Address:	4901 W. Cermak Road Cicero, IL 60804
Billing Contact Email:		Shipping Contact Email:	tboyle@thetownofcicero.com
Billing Phone:		Shipping Phone:	708-652-2130
Payment Terms			
Payment Term:	Net 30	Notes:	
PO Number:			
Subscription Service			

Year 1

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	11/16/2023	11/15/2024	185	\$9,373.50
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
PowerPolicy Professional Setup (Onboarding)	Services	-	-	1	\$1,050.00
This package ensures a smooth implementation and successful ongoing use of PowerPolicy. This package includes Implementation Management. Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.					
Year 1 TOTAL:					\$10,423.50

Year 2

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	11/16/2024	11/15/2025	185	\$9,373.50
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
Year 2 TOTAL:					\$9,373.50

Year 3

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	11/16/2025	11/15/2026	185	\$9,373.50

Item	Type	Start Date	End Date	Qty	Total (USD)
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
Year 3 TOTAL:					\$9,373.50

Year 4

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	11/16/2026	11/15/2027	185	\$9,373.50
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
Year 4 TOTAL:					\$9,373.50

Year 5

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	11/16/2027	11/15/2028	185	\$9,373.50
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
Year 5 TOTAL:					\$9,373.50
Total: \$47,917.50					

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a **legally binding contract on the parties**. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total-length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Accepted and Agreed By Authorized Representative of:
Cicero Police Department (IL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING A CERTAIN AGREEMENT WITH NCRED FOR CREDENTIALING 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, 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; and

WHEREAS, the Department requires the services of a third-party to perform certain credentialing services for its licensed providers (the “Services”); and

WHEREAS, nCred (the “Vendor”) has provided the Town with a credentialing services agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to enter into the Agreement with the Vendor for the Services; 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 authorize the President, or his designee, to enter into and approve the Agreement with the Vendor, 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 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, including any necessary, additional agreements or documents associated with the Agreement. The Town Board further authorizes the President, or his designee, to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Services contained within the Agreement are subject to competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or

regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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



Credentialing Services Proposal Prepared For:

Town of Cicero

Attn: Laura Rubio

4949 W Cermak Rd | Cicero, IL 60804

(708) 299-2899

*Prepared by: Tony Kuka
Business Development
(423) 443-3840
tony@nationalcredentialing.com*

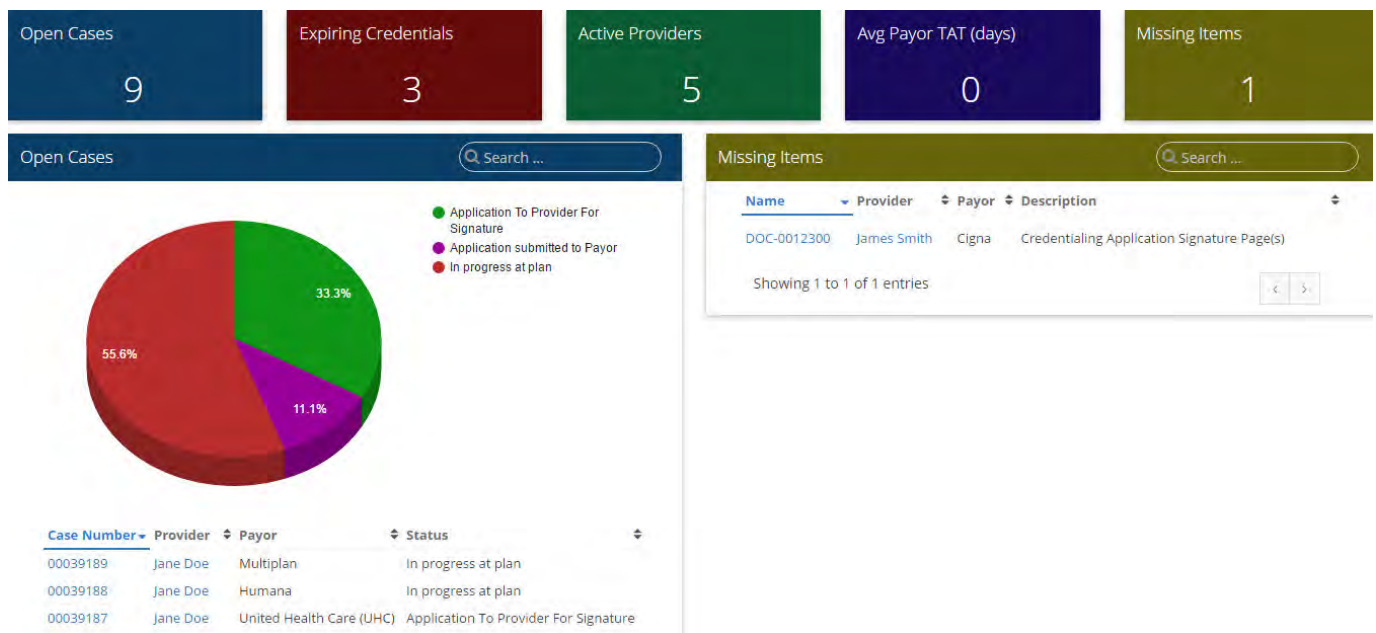
About nCred

Our focus is on healthcare credentialing

We focus on one thing and we do it well. Our credentialing professionals have years of experience processing provider enrollment applications. With a diverse background in healthcare administration, our staff understands the critical nature of insurance credentialing and will work diligently to facilitate the processing of your enrollment applications with each health plan in which you desire to participate.

nCred Client Portal

Every nCred client has access to our leading technology client portal. The nCred client portal offers you an intuitive way to manage your provider credentialing files and the credentialing process for your organization. The nCred dashboard gives you quick reference to important statistics with details only a click away.



With our secure portal, all your provider credentialing information, documents, and reports are available to you at your convenience. With central location of your provider files you'll be amazed at the efficiencies you will gain. With unique tools like our payor enrollment turn-around-time tracking reports you can accurately monitor how efficient your payors are at getting your new providers credentialed and ready to bill.

Try Out the nCred Portal!

Take the nCred portal for a test drive! Visit <https://Portal.NationalCredentialing.com> and login with username: "sales@nationalcredentialing.com" and password: "test1". See for yourself the advantage of working with nCred! Schedule a detailed product demonstration for an in-depth review of the advantages of the nCred portal.



nCred History

nCred was launched in 2011 by an experienced team of medical practice managers. With decades of combined experience, the nCred team developed a business model that focuses on provider enrollment and primary source verification for healthcare practitioners of all specialties. nCred implements leading technology platforms to allow for efficient operation on a large scale.

What are clients saying about nCred?

"Top notch company. From our first talk and all the way through the credentialing process, they have always been "on top of things." NCred helped make the credentialing process as painless and easy as it could be. NCred has been helpful, efficient, and caring throughout what could have been a difficult and lengthy process. Will use them again should the need arise."

"Impressed since day 1 by the level of credentialing expertise and depth of knowledge our Rep provides us. The challenges and idiosyncrasies she faces on a daily basis for our group are daunting and she manages them confidently and professionally, and always with a pleasant attitude."

"Very Quick To Respond, Good Updates, And I Can Easily Check My Matrix. I Wish The Insurance Companies Were This Good!"

"The nCred portal is amazing! I'm able to track provider status while they are working on credentialing, I can update information as needed, I can download copies of credentialing documents or contracts, and run reports as I need them. Working with nCred makes the payor enrollment process much easier to manage."

"Employees are exceptionally pleasant to deal with. Things were a little rocky in the beginning, due to the nature of our credentialing requirements, but I wouldn't change a thing now. Would recommend nCred to other companies in the future."

"excellent reliable professional service"

"I had no idea where to begin with credentialing when I started my new practice. The staff at nCred made it all seem simple and handle everything with a sense of urgency. I was very pleased with our service"



Service Terms

This Service Agreement Term is twelve (12) months and shall commence on the Effective Date. Upon expiration of the initial term and upon each Anniversary, the Subscription services shall terminate unless a renewal of services Agreement for a new twelve (12) month term is approved and accepted by both parties.

Add-on Orders: You may place orders for additional services at any time during the term. Payment for add-on orders is processed using your payment method on file at the time of order.

Reimbursable Expenses: The cost of services purchased is for professional services only and does not include any expenses incurred by nCred that are directly related to providing these services. Reimbursable Expenses for provider enrollment projects may include postage costs when we are required to submit applications by mail. If there are any other types of expenses required, we will request your approval prior to incurring the expense. Reimbursable expenses include the actual cost plus a 10%. Expenses are charged to your payment method upon incurrence.

Payment Terms: Payment for services is due in advance. You are required to keep a payment method (bank account or credit card) on file with nCred to settle all charges. **The Credit Card fee schedule is 3.5% higher for all services and will automatically be applied to the total due when paying by credit card.** nCred will submit an invoice via email on or about the 15th of each month for all outstanding account charges such as unpaid Reimbursable Expenses, unpaid add-on orders, setup fees for new providers, or any other amounts due. **Your Payment Method will be automatically charged for the invoice amount on the 1st business day of the following month.**

Refund Policy: There are no refunds for services ordered for any reason once a project is signed off on by both parties. If you have a dispute or issue about our service, then you may contact our Client Relations team to resolve the matter.

Client Duties: Client is responsible for supplying nCred with complete and accurate practitioner and entity information including an appropriate place of service that is a business location (not shared space, virtual, residence, etc), responding to requests for signature pages or additional documentation throughout the credentialing process. Client is solely responsible for ensuring the formation of legal business entities are within all local, state, and federal requirements; accuracy of all data supplied to nCred (including service locations); and attests that all information supplied for completion of the purchased services are in accordance with all local, state, and federal law and/or government healthcare program guidelines. Client is responsible for negotiating any special rates or contract terms with health plans. Client is solely responsible for coordinating any necessary site visits required by a payor as part of their credentialing/enrollment process, for meeting any necessary operational requirements mandated by the payor, setting up all necessary payor portal accounts and sharing access with nCred, and setup of EFT information with payors in portals if required by payor. *Purchased payer enrollment applications expire twelve (12) months from purchase date.*

nCred Responsibilities: nCred is responsible for preparing and submitting credentialing applications and requests to participate with payer networks that you identify, and to follow up on your applications/requests until each is Complete. nCred's responsibility for enrollment is considered "Complete" when the insurance network approves your application and provides an effective date of participation in their network or closes your application with a denial of participation in the network; or after our four attempts to obtain application signature pages or other required documents from you with no response. If an application is denied due to a closed network, then nCred will either 1) submit one appeal on your behalf (prepared by you) **or** 2) resubmit your participation application one time. **nCred does not negotiate rates or contracts during the enrollment process.**

Outcomes: nCred makes no guarantee or warranty with respect to the network approval of practitioners, granting of privileges by a healthcare facility, approval of any type of enrollment or credentialing application, effective date set by payors, issuance of a participation contract by a specific payor, approval of any license application, turnaround time of health plan credentialing and/or contracting, reimbursement by a third party payer network for practitioner services, or profitability of Client. nCred assumes no liability due to any enrollment application being rejected, delayed, not received, clerical error, or any failure of the Client to operate profitably due to credentialing. In no instance is nCred liable to Client for unpaid claims submitted to insurance networks.

Initials: *LR*

This Agreement is governed by the nCred Master Agreement at <http://nationalcredentialing.com/master-agreement>



Applications Processing Procedures & Guidelines

1. The first step is to complete your credentialing profile with nCred and provide copies of all required supporting documents. You credential with nCred **once** very thoroughly and then we use your credentialing file to complete all your enrollment applications. You will sign your completed credentialing profiles to attest all the data you have provided is accurate. Your signed profile indicates your approval of the information we will use for all applications, so be sure to review it carefully. ****Please note that we do not start on any enrollment applications until your credentialing profile is complete with all supporting documents and approved****
2. After your credentialing profile is complete, our provider enrollment team initiates your services purchased. The enrollment team will load all the insurance company networks that you requested in our system as “Cases” and schedule each application for completion. Our internal goal is to begin working on your applications in 10-15 working days of completing your credentialing profiles (practitioner and entity). Our current work queue will dictate when we are able to initiate action on your applications.
3. Our enrollment team will process enrollment applications according to the procedures of each health plan. These procedures vary by payor and include submitting standard credentialing applications, calling the network to provide necessary details, or submitting a request for credentialing through a website. Some payors will require you to setup a portal account for the application and provide access to nCred for processing the application. Payors may also require you to supply EFT information to establish your portal account and you are solely responsible for the portal setup.
4. Our office will work with you to obtain necessary signatures for your applications. It is very important that you promptly respond to our requests for signatures or other information. We will review your completed application and advise you of any deficiencies that need corrected prior to submission. We will not file an application with known deficiencies. **Your purchased applications expire 12 months from purchase.** nCred will make up to four (4) attempts to obtain signature pages or other required documents from Client.
5. There are often times when plans will require additional information to complete an application. Whether due to changing application forms, clerical error, and additional information required, corrections to an application, or any other application deficiencies, nCred will work with the health plan or facility to provide all information required. nCred will make up to four (4) attempts to obtain additional information from you.
6. It is not unreasonable to encounter clerical errors during the credentialing process. Health plan enrollment applications are often lengthy and very detailed. nCred works with payors in every state and there are often unannounced changes to forms, changes in the enrollment processes, information put in the wrong place on a form, missed signature, or other basic human error. nCred strives to provide excellent service and error free processing of your applications, but in the event of clerical error we will work promptly to resolve any matter.
7. Our standard procedure for follow-up on your applications is 30 working days after the company received your application, then subsequent follow up with the network is typically every 15-30 working days. If the network provides us with a specific time frame for follow up, we will follow up according to their time schedule. For example, if we call and they tell us to allow 30 additional days, then we'll follow up according to their time frame. We'll make best attempt to follow up every 30 days regardless of plans time frame.
8. Expect a turnaround time of 90 - 180 days, from the time they receive your application from us, for a commercial plan to process your credentialing application and contract. We do not have any impact on the turnaround time of your application by the insurance company. These are only estimates and we have no way of predicting how long an insurance company will take to complete your application. You will not receive in-network reimbursement for your claims until you have an effective date and complete contract with insurance networks; therefore, it is recommended not to treat patients of a network until your credentialing is complete with that payor.

For your entity (LLC, Corporation, Partnership, etc):

1. IRS form CP-575 or replacement letter 147C (verification of EIN for Medicare)
2. IRS form W-9 (verification of EIN for commercial carriers)
3. CLIA certificate (if applicable)
4. Business license (if applicable)
5. Copy of Office Lease is required for independent PT/OT facilities to enroll with Medicare
6. If enrolling with Medicare for the first time then we must submit bank account verification by providing either a pre-printed voided check with your business name exactly as shown on the CP-575 OR a letter from your bank verifying your account on bank letter head containing: the type of account (checking, savings), the routing number, the account number, the full legal business name of the entity owning the account (name must match exactly your CP575), and be signed by a bank representative
7. If your business entity is in California, then you must provide us with a Fictitious Name Permit filed with the state for your corporation. nCred does not provide assistance with entity formation.
8. **Medicare enrollment is done through PECOS and you will be responsible to provide surrogate access to your CMS I&A record for nCred. Surrogate access is required for your business entity record and each individual practitioner.**

For Physicians:

1. Medical License
2. Certificate of Insurance (professional liability)
3. DEA / CSR Certificate(s) (if applicable)
4. Current copy of CV (including mm/yyyy format and current group as work history)
5. Copy of valid driver's license
6. ECFMG certificate (if educated outside of the United States)
7. Covering physicians list (if solo practice)
8. Hospital admitting arrangement letter (if you do NOT have hospital admit privileges)
9. nCred release and authorization form

For Non-Physician Practitioners

1. Medical License
2. Certificate of Insurance (professional liability)
3. DEA / CDS certificates (if applicable)
4. Rx coverage letter for medical specialties without DEA certificate (required by some carriers)
5. Current copy of CV (MUST have "mm/yyyy" format and current group as work history)
6. Copy of valid driver's license
7. Copy of diploma from highest level of education
8. Copy of board certificate(s)
9. Copy of Collaborative Agreement or Supervising Physician Agreement
10. Hospital admitting arrangement letter (if you do NOT have hospital admit privileges)
11. nCred release and authorization form

For Behavioral Health Practitioners

1. State License
2. Current copy of CV (MUST have "mm/yyyy" format and current group as work history)
3. Certificate of Insurance (professional liability)
4. Copy of diploma from highest level of education
5. Board certification (if applicable)
6. Copy of valid driver's license
7. nCred release and authorization form

ATTN: YOUR PLACE OF SERVICE MUST BE A BUSINESS LOCATION THAT IS NOT A VIRTUAL OFFICE, SHARED SPACE, PO BOX, MAIL DROP ADDRESS, OR RESIDENCE. MEDICARE VERIFIES OFFICE LOCATIONS AND OFTEN CONDUCTS SITE VISITS TO ENSURE YOUR REPORTED PLACE OF SERVICE MEETS THEIR ENROLLMENT REQUIREMENTS.

LR



Price Quote for Proposed Services

Prepared For	Laura Rubio	Quote#	Q-007472
Phone	708-656-3600 x152	Quote Created	10/19/2023
Email	lguerrero@thetownofcicero.com	Quote Expires	11/2/2023

Payer provider enrollment services for Town of Cicero who is adding a new practitioner, Katherine Skurski, NP, and desires to request participation for Katherine with the payor networks below. nCred services include the nCred Credentialing File Maintenance plan and processing up to fifteen (15) payer credentialing applications for the practitioner(s). You have up to twelve (12) months to use all 15 allotted applications. Support for this service package is via the nCred portal and email. Additional applications above the allotted fifteen can be purchased any time. Enrollment in Medicare requires approval of surrogate access for nCred using your CMS I&A account (for the entity and individual practitioners). Commercial network enrollment may require sharing access to payor portals such as Navinet, OneHealthPortal, or similar payor portals. Most Medicaid networks require portal access as well. We will need your assistance in initiating and sharing access to these portals. Networks for enrollment include: Aetna, Aetna Better Health of Illinois, Family Health Network, IL BCBS, IL Medicaid, IL Medicare Part B (enroll and reassign to group clinic record), IL Medicare Part B Mass Immunization (enroll and reassign to the mass immunization supplier record), Illinicare Health, Meridian Health Plan, Molina Healthcare, NextLevel Health, Railroad Medicare, Tricare, and Wellcare

Subscriptions

Description	Qty	Fee	Discount	Price	Total Price
Credentialing file setup and maintenance in the nCred credentialing system for 12 months. Includes maintenance of provider profile in the nCred platform, CAQH profile maintenance, maintenance of NPPES records, expiring documents maintenance, and access to the nCred Portal. Annual subscription is required to order credentialing services and must be maintained for continued support and access to the nCred Portal. All payer credentialing services are separately billable.	1	\$299.00		\$299.00	\$299.00
Subtotal					\$299.00

Services

Description	Qty	Fee	Discount	Price	Total Price
Process up to fifteen (15) credentialing applications for an individual practitioner with networks identified by client for enrollment/contracting under one business entity (tax id). This package does NOT include group applications if required. Additional applications can be purchased at any time. Unused application projects expire in 12 months.	1	\$3,375.00	32.00%	\$2,295.00	\$2,295.00

Acceptance

Town of Cicero Date: 11/9/2023 Title: Director of Health	Accepted by nCred Date: 11/9/2023 Title: Business Development Rep	Recurring Annually Due at Signing Contract#: 02165	\$299.00 \$2,594.00 Effective: 11/9/2023
--	---	---	---

*****TO COMPLETE YOUR ORDER - SELECT A PAYMENT METHOD AND PROVIDE PAYMENT INFORMATION BELOW*****

Select Payment Option: E-Check	
Credit Card Type:	Bank Name: Fifth Third Bank
Cardholder Name:	Name on Account: Town of Cicero Operating Account
Card Number:	Billing Zip Code:
Expiration:	Routing Number: 071923909
	Account#: ***** Acct Type: Business Checking

Signature acceptance of this agreement authorizes nCred to charge the payment method above for the initial order and future due amounts according to Payment Terms section of the Service Terms above and in accordance with the Master Service Agreement located at <http://NationalCredentialing.com/Master-Agreement>.

ADDENDUM TO THE CREDENTIALING SERVICES AGREEMENT AND MASTER AGREEMENT


This Addendum (this “Addendum”) to the Credentialing Services Agreement and the Master Agreement (together, the “Agreement”) is made by and between the Town of Cicero (the “Town”) and nCred (“Vendor”):


In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Town and the Vendor to amend the Agreement as follows:

- A-1. Integration. The Agreement and this Addendum shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Addendum shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement and this Addendum, the terms and provisions of this Addendum shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- A-2. Termination. Notwithstanding the foregoing or anything in the Agreement to the contrary, the Town may terminate the Agreement at any time for any cause or no cause upon providing thirty (30) days’ written notice to the Vendor.
- A-3. Governing Law; Venue. The Agreement and this Addendum shall be governed by the laws of the State of Illinois, and in the event any claim shall be brought by either party, any such claim or action shall be brought in Cook County, Illinois.
- A-4. Release of Records. The Vendor agrees and acknowledges that the Town is a unit of local government in the State of Illinois, and is therefore legally required to comply with the Illinois Freedom of Information Act (the “Act”) (5 ILCS 140/1 *et seq.*). To the extent that any records in the possession of the Vendor or in the possession of the Town that relate to the Vendor, constitute public records, as defined in the Act, Vendor shall cooperate with the Town regarding the review and potential release of the same in accordance with law. No release of public records relating to the Vendor or its services shall constitute a breach of the Agreement or this Addendum.
- A-5. Counterparts. This Addendum may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Addendum and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By:  _____ 11/9/2023
Authorized Representative, _____
Town of Cicero Date

By:  _____ 11/9/2023
Authorized Representative, _____
nCred Date

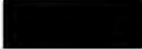
Certificate Of Completion

Envelope Id: 46378131E85C434A8B322E4ABA06DB01	Status: Completed
Subject: Credentialing Proposal for Town of Cicero: 15 App Pkgs for K Skurski	
Document Type: New Business Quote	
Source Envelope:	
Document Pages: 9	Signatures: 4
Certificate Pages: 2	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Tony Kuka
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1208 Pointe Centre Dr, Ste 215 Chattanooga, TN 37421 tony@nationalcredentialing.com IP Address: 13.110.74.8

Record Tracking

Status: Original 10/19/2023 11:54:48 AM	Holder: Tony Kuka tony@nationalcredentialing.com	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
Laura Rubio lguerrero@thetownofcicero.com Director of Health Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.216.32.14	Sent: 10/19/2023 11:57:04 AM Resent: 11/1/2023 9:10:37 AM Resent: 11/9/2023 10:43:33 AM Viewed: 11/9/2023 11:59:01 AM Signed: 11/9/2023 12:58:29 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tony Kuka tony@nationalcredentialing.com CEO National Credentialing Solutions Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.226.118.21	Sent: 11/9/2023 12:58:32 PM Viewed: 11/9/2023 1:32:47 PM Signed: 11/9/2023 1:33:09 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Jessica Fese fese@dlglawgroup.com Security Level: Email, Account Authentication (None)		Sent: 10/31/2023 3:12:54 PM Viewed: 11/9/2023 1:38:40 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events **Signature** **Timestamp**

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/19/2023 11:57:04 AM
Envelope Updated	Security Checked	10/31/2023 3:12:52 PM
Envelope Updated	Security Checked	10/31/2023 3:12:52 PM
Envelope Updated	Security Checked	10/31/2023 3:12:52 PM
Envelope Updated	Security Checked	10/31/2023 3:12:52 PM
Certified Delivered	Security Checked	11/9/2023 1:32:47 PM
Signing Complete	Security Checked	11/9/2023 1:33:09 PM
Completed	Security Checked	11/9/2023 1:33:09 PM

Payment Events	Status	Timestamps
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November 17, 2023

Hon. President &
Board of Trustees
Town of Cicero
4949 W. Cermak Road
Cicero, Illinois 60804

Re: **Laramie Bridge Biennial Bridge Inspection (NBIS)**
2023 IDOT MFT General Maintenance
MFT Section No. 23-00000-00-GM

Madam & Gentlemen:


Enclosed for your review and execution are the following documents for the above-referenced Motor Fuel Tax Maintenance Section:

1. Two (2) copies of "Resolution for Maintenance of Streets and Highways by Municipality", appropriating the sum of \$27,100.00 for bridge inspection work,
2. Two (2) copies of "Engineering Services Agreement" for the Laramie Bridge Biennial NBIS Inspection.

The inspection of the Laramie Bridge is required by IDOT and Federal Highway Authority (FHA) to be performed biennially to meet National Bridge Inspection Standards (NBIS) requirements. This inspection work is subcontracted to Benesh Engineering, as their firm is very familiar with the structure as they furnished the structural engineering work for the 1993 bridge rehabilitation project.

Please contact me if you should have any questions regarding this Maintenance Section work.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosure

cc: Ms. Maria Punzo-Arias, Clerk, w/Enc.
Mr. Michael Del Galdo, Town Attorney, w/Enc.
File No. 23021 & 23025



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, Cook, Supplemental, 23-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Town of Cicero, Illinois that there is hereby appropriated the sum of Twenty Seven Thousand One Hundred and 00/100 Dollars (\$27,100.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Town of Cicero shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Maria Punzo-Arias, Clerk in and for said Town of Cicero, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Cicero at a meeting held on 11/28/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of November, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH NOVOTNY ENGINEERING FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interest of the Town to perform the routine National Bridge Inspection Standards (“NBIS”) inspection for the Laramie Avenue Bridge (the “Project”); and

WHEREAS, the Project includes, without limitation, causing such bridge inspection studies to be made as are required to meet the NBIS inspection requirements; and

WHEREAS, the Town recognizes the need for a third party to perform certain engineering services in connection with the Project (the “Services”); and

WHEREAS, motor fuel tax funds allotted to the Town by the State of Illinois, under the supervision of the Illinois Department of Transportation, will be used entirely or in part to finance the Services; and

WHEREAS, Novotny Engineering (“Novotny”) is the Town Engineer and has provided engineering services for similar projects to the Town in the past; and

WHEREAS, Novotny has provided the Corporate Authorities with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth such terms, covenants, and conditions under which Novotny, or an authorized third party, will provide the Services to the Town; and

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

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

NOW, THEREFORE, BE IT 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 to provide the Services to the Town to ensure the completion of the routine NBIS inspection of the Laramie Avenue Bridge for the Town 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.

That the Town Board hereby authorizes and directs the President, or his designee, to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and 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 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 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



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Cicero	Cook	23-00000-00-GM	
Project Number	Contact Name	Phone Number	Email
23021	Tim Geary, PE	(630) 887-8640	tgeary@novotnyengineering.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Laramie Avenue - Bridge		2600 FT	SN 016-7856
Location Termini			<input type="button" value="Add Location"/>
30th Street to 25th Street			<input type="button" value="Remove Location"/>
Project Description			
2023 NBIS			

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Novotny Engineering	Tim Geary, PE	(630) 887-8640	tgeary@novotnyengineering.com
Address	City	State	Zip Code
545 Plainfield Road, Suite A	Willowbrook	IL	60527

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum \$27,100.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor;

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Novotny Engineering	36-2728920	\$2,500.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Alfred Benesch & Company	36-2407363	\$24,600.00
Subconsultant Total		\$24,600.00
Prime Consultant Total		\$2,500.00
Total for all work		\$27,100.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency
The of

Attest:

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Cicero	Novotny Engineering	Cook	23-00000-00-GM

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The bridge inspections will be performed in accordance with the NBIS, the Structure Information and Procedure Manual (IDOT), the Manual of Bridge Evaluation (AASHTO) and as further detailed as follows:

Alfred Benesch & Company (Benesch) will perform the NBIS In-depth Routine Inspection of this bridge due to known defects on this bridge. The field inspection will involve a close visual inspection of the entire bridge and include digital photographs of both sound and deteriorated areas. Underside inspection of bridge elements over the BNSF railroad tracks will be performed utilizing bucket truck and a railroad flagger. Since the substructure units have noticeable deterioration, delamination survey exhibits will be prepared for the applicable units. Upon completion of inspection and as required from all Agency Program Managers, Benesch will login and input the inspection start date on the IDOT IDN site. Within 24 hours of inspection completion, Benesch will communicate any serious findings to the Town. Benesch will prepare and submit electronically to IDOT all applicable inspection forms including the BBS-BIR, as well as mark-ups on the required S-105, S-111 and S-114 as applicable. Benesch will also prepare and submit electronically to Novotny Engineering a detailed Bridge Inspection Report including color photographs, findings, a summary of recommendations and planning level repair and maintenance cost estimates. Once all forms are accepted and uploaded to the SIMS database by IDOT, Benesch will electronically update the bridge file as required by IDOT's

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Cicero	Novotny Engineering	Cook	23-00000-00-GM

**EXHIBIT B
PROJECT SCHEDULE**

September 2023 - Project Coordination
October 2023 - BNSF Railroad Coordination
November 2023 - Begin Inspection Work
December 2023 - Complete NBIS Report

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Cicero	Novotny Engineering	Cook	23-00000-00-GM

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING A CERTAIN ILLINOIS HOUSING DEVELOPMENT AUTHORITY GRANT AGREEMENT FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Illinois Housing Development Authority (“IDHA”) operates the Illinois Homeowner Assistance Fund Home Repair Program (the “Program”) which provides grant awards to governmental entities that in turn assist local eligible homeowners with home repair 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 improving the lives and property values of Town residents; and

WHEREAS, the Town desires to participate in the Program (the “Project”); and

WHEREAS, the Town Grant Administrator previously prepared an application (the “Application”), a copy of which is incorporated herein by reference, whereby the Town will receive funding from the Program for the Project; and

WHEREAS, the Town previously authorized the Town Grant Administrator and the Executive Director of the Department of Housing (the “Designees”) to sign any and all necessary documents and certifications associated with the Program; and

WHEREAS, the Town further authorizes the Designees to execute the Grant Agreement (the “Agreement”), incorporated herein by reference, which accepts the Grant funds, and authorizes and approves the documents, including the form resolution and the certificate of incumbency related to the same which are attached hereto and incorporated herein as Group Exhibit A;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the Designees to sign any and all necessary documents and certifications associated with the Program, including the Agreement, and to further authorize the President or his Designees to take all steps necessary to carry out the intent of this Resolution, and to ratify any actions which have been taken in furtherance of the intent of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes the Designees to sign any and all necessary documents and certifications associated with the Program on behalf of the Town, including the Agreement. The Town Board hereby further authorizes and directs the President or the Designees to furnish such additional information, assurances, and certifications as the Program may require in connection therewith and 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 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

GROUP EXHIBIT A

TOWN OF CICERO
TYPE OF AGENCY: UNIT OF LOCAL GOVERNMENT
WRITTEN CONSENT OF THE BOARD OF DIRECTORS RESOLUTION FOR
HOMEOWNER ASSISTANCE FUND HOME REPAIR PROGRAM

PID# 52500

WHEREAS, the Illinois Housing Development Authority (the “Authority”) has agreed to issue to the Corporation a grant from the Homeowner Assistance Fund Home Repair Program (HAFHR) (the “Program”) in the amount of One Million Seven Hundred and Twenty Thousand and 00/100 Dollars **\$1,720,000.00** (the “Grant”), and the Corporation will use the Grant funds solely and exclusively for eligible activities in connection with the Program and for no other purpose; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Corporation to accept the Grant.

THEREFORE, BE IT RESOLVED, the Board of Directors of the Corporation hereby authorizes the acceptance of the Grant; and

FURTHER RESOLVED that the Corporation is authorized to enter into a “Funding Agreement, or Grant or both” for the Program (the “Agreement”) with the Authority wherein the Corporation agrees to perform Program services in return for the Grant; and

FURTHER RESOLVED that the Corporation hereby accepts the Grant, agrees to deliver and/or execute the Agreement including any and all other instruments, certifications and agreements as may be necessary or desirable for the Corporation to perform all of its obligations and duties under the Program (including any amendments, other agreements or supplements); and

FURTHER RESOLVED that Tom M. Tomschin, the Executive Director of the Town of Cicero Department of Housing and Jose Luis Alvarez, Grants Manager, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute on behalf of the Corporation the Agreement and all other documents and instruments relating to the Grant to be delivered to the Authority in connection with the closing of the Grant and take such further action on behalf of the Corporation as they deem necessary to effectuate the foregoing Resolutions; and

FURTHER RESOLVED that the Board of Directors of the Corporation hereby ratifies, authorizes, confirms and approves any prior action of the Corporation taken in furtherance of the foregoing resolutions and any and all documents and instruments previously executed on behalf of the Corporation in connection with the Grant.

Dated: _____, 202_

Larry Dominick, Town President

Attest: _____
Maria Punzo-Arias, Town Cler

**OFFICER’S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer’s Certificate and Certificate of Incumbency (this “Certificate”) is being furnished to the Illinois Housing Development Authority (the “Authority”) in connection with the grant being made by the Authority to the Town of Cicero an Illinois unit of local government (the “ULG”), and in connection with the Homeowner Assistance Fund Home Repair Program (HAFHR).

The undersigned hereby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the ULG.
- (b) Attached hereto as **Exhibit A** is a true, correct and complete copy of the Resolutions duly adopted by the ULG on **November 28, 2023** and such Resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) The following persons have been duly elected/appointed to the positions in the City set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
<u>Tom M. Tomschin</u>	<u>Executive Director</u>	_____
<u>Jose Luis Alvarez</u>	<u>Grants Administrator</u>	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 28th day of November, 2023.

Town of Cicero,
an Illinois unit of local government

By: _____

Name: Larry Dominick

Its: Town President

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF GIFT CERTIFICATES RELATED TO THE TOWN OF CICERO'S HOLIDAY FOOD ASSISTANCE PROGRAM FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town has created a program to provide food assistance for eligible Town residents by creating the Holiday Food Assistance Program (the "Program") to foster the welfare of its residents; and

WHEREAS, the Program provides local grocery store certificates in the amount of fifteen dollars (\$15.00) to eligible Town residents, at designated times throughout the year, as the budget permits, to offset the cost of holiday meals (the "Costs"); and

WHEREAS, in order to cover the Costs and for the efficient operation of the Program, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") find that it is necessary for the Town to authorize and approve the purchase of gift certificates in an amount not to exceed Twenty-Two Thousand Five Hundred and No/100 U.S. Dollars (\$22,500.00);

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 the purchase of gift certificates in an amount not to exceed Twenty-Two Thousand Five Hundred and No/100 U.S. Dollars (\$22,500.00) for the Program Costs and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Resolution and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and approves the purchase of gift certificates in an amount not to exceed Twenty-Two Thousand Five Hundred and No/100 U.S. Dollars (\$22,500.00) for the Program Costs. The President is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Town to any and all such documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Corporate Authorities further authorize the Department of Special Events to purchase the gift certificates to cover the

Program Costs in an amount not to exceed Twenty-Two Thousand Five Hundred and No/100 U.S. Dollars (\$22,500.00). 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 intent of this Resolution.

**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



MEMORANDUM

TO: Mike Del Galdo

CC: Jessica Fese, Cindy Updyke

FROM: Patricia Sturdevant

SUPJECT: Target Gift Cards

DATE: November 21, 2023

After discussing the matter with President Dominick I was informed to request a check to be cut in the amount of \$22,500 for Target in order to purchase gift cards. In the past Special Events would had out food bags or hams to at the toy drive to the registered families, however the Town of Cicero moved to gift cards, therefore Special Events will need 500 fifteen dollar (\$15.00) gift cards for the event. The Senior Department requested 1000 fifteen dollar (\$15.00) gift cards for the event that is hosted in the department. The President's Office signs off on all gift card and or ham purchases over the last 7 years.