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# A G E N D A

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

***TUESDAY, JULY 11, 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# 13, Manual Checks & Online Payments

B) Payroll 3

C) Blue Cross & Blue Shield

1) Medical Claims & Stop Loss Premiums 22

2) HMO Premiums 25

3) Accidental Death & Dismemberment Premiums 27

5. **Permits**

A) McDonald's Art Installation 29

B) Salvation Army 59

6. **Block Party Permits**

A) 5200 S. 23rd St. 61

B) 3200 S. 53rd Ave 65

7. **Reports**

A) Collector's Office Report & Revenue Summary 68

8. **Ordinances**

A) An Ordinance Authorizing And Approving The Purchase Of A Printer For Various Departments Of The Town Of Cicero, County Of Cook, State Of Illinois. 74

9. **Resolutions**

A) A Resolution Supporting The Town President's Proclamation Declaring A Disaster Related To Recent Storms In The Town Of Cicero, County Of Cook, State Of Illinois. 90

B) A Resolution Authorizing The Town President To Enter Into An Engineering Services Agreement With Walker Consultants Regarding Town Hall Complex Repairs For The Town Of Cicero, County Of Cook, State Of Illinois. 99

C) A Resolution Authorizing The Town President To Enter Into An Engineering Services Agreement With Frank Novotny & Associates, Inc. Regarding A Lead Service Line Inventory For The Town Of Cicero, County Of Cook, State Of Illinois. 114

D) A Resolution Appointing A Certain Individual As Building Commissioner For The Town Of Cicero, County Of Cook, State Of Illinois. 143

E) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Veteran Transportation Services To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois. 147

F) A Resolution Authorizing And Approving A Certain Invoice From Perkins Manufacturing For Equipment Provided To The Town Of Cicero, County Of Cook, State Of Illinois. 154

10. **New Business**

A) A Recommendation Granting The Town Engineer Authority To Accept The Lowest Most Responsible Bid Resultsing From The Scope Of Work And Bid Procurement Process Prepared By Walker Consulting Associated With Emergency Repairs To The Municipal Complex Parking Structure.

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

12. **Adjournment**

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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

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CORPORATE

10/14/2014 MATTHIS, RICHARD  
 10/17/2014 WOLFF, DANIEL, A  
 11/01/2014 GUZMAN, LLAQUENI  
 11/01/2014 MALICKI, RICHARD  
 11/13/2014 VALERDI, ROCIO  
 01/05/2015 GARCIA, EVELYN  
 01/05/2015 MACIEL, ANTONIA  
 01/05/2015 OPALECKY, MATTHEW  
 01/05/2015 PORRAS, MARGARITO  
 02/13/2015 GRIMALDI, LINDA  
 04/06/2015 VERA, NESTOR  
 05/04/2015 MCDORMAN, PHILIP, A  
 05/11/2015 CURDA, JAMES, M  
 05/11/2015 GINNETTI, MATTHEW  
 05/11/2015 LAYTON, KEVIN, S  
 05/26/2015 ARMENTA, BRENDA  
 05/27/2015 HEREDIA, LIZSANDRA  
 05/27/2015 VILLA, CHRISTINA  
 06/01/2015 BAUTISTA, ELIAS  
 06/01/2015 HEREDIA, GUADALUPE  
 06/08/2015 GUTIERREZ, ORLANDO  
 06/08/2015 RIVERA, ARNOLDO  
 06/10/2015 ARROYO, IVAN  
 06/10/2015 FLORES, NICOLE  
 10/05/2015 LOPEZ, MARTIN  
 11/02/2015 SOTO, MARTIN  
 11/05/2015 ARMENTA, MARGARITA  
 11/28/2015 BUCIO, MICHAEL  
 11/30/2015 FULARA, ROBERT  
 01/11/2016 RANGEL, GEORGE, A  
 01/11/2016 SERRANO, JOSE, L  
 01/19/2016 CHAVARRY, CARLOS, A  
 04/11/2016 CERVANTES, EFRAIN  
 04/11/2016 RAMOS, REYNOL  
 04/27/2016 GUZMAN, JAIME  
 05/16/2016 DELGADO, ARCADIO  
 05/24/2016 RYAN, MARY RITA  
 05/24/2016 VARGAS, MARIA  
 06/05/2016 BAHOVICH, FRANK  
 06/05/2016 SOLANO, ANTHONY  
 06/06/2016 BAEZ, GIOVANNI  
 06/06/2016 COTTON, BRET  
 06/06/2016 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

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CORPORATE

11/15/2016 MURRAY, LAURA, A  
 11/30/2016 MANGAN, JOHN  
 12/13/2016 MANOUZI, MALIKA  
 12/13/2016 OSTLER, WILLIAM  
 12/23/2016 DOMINICK, DIANA, J  
 01/09/2017 BELLO, BALDO, A  
 01/09/2017 CUCHNA, TAMARA, M  
 01/09/2017 JIMENEZ, JESUS, M  
 01/10/2017 PARRISH, VANESSA, N  
 03/07/2017 NAVIA, GEORGE  
 03/09/2017 BERLANGA, MARICELA  
 04/10/2017 ESPARZA, JULIO, C  
 04/24/2017 CHAVEZ, ANDRES  
 04/24/2017 DIAZ, EDUARDO  
 05/09/2017 POROD, ROBERT, F  
 05/24/2017 IRIZARRY, DANIEL  
 05/24/2017 SAUCEDO, CHRISTOPHER  
 05/31/2017 GALVAN, VINCENT  
 06/01/2017 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 MIDELELL, 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

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06/05/2018 SANCHEZ, ALIZAI  
 06/18/2018 HANANIA, AARON  
 06/26/2018 BUSCEMI, ANGELO, D  
 06/26/2018 LUNA, FERNANDO  
 06/26/2018 SZCZEPANIAK, MALAKAI  
 07/20/2018 BLANKENSHIP, KYLE, P  
 07/30/2018 ALEJANDRO, RUPERTO, JR  
 07/30/2018 DELGADO, JENO, J  
 08/01/2018 DAHMS, JUSTIN  
 08/01/2018 GUTIERREZ, LUIS, M  
 09/11/2018 HERNANDEZ, OSCAR  
 09/24/2018 GOMEZ, JOSE, L  
 09/24/2018 VELAZQUEZ, JHOANNA  
 09/28/2018 RAY, SHIRLEY  
 10/01/2018 CANO, JESUS  
 10/15/2018 GARCIA, ISABEL, I  
 10/15/2018 LARA, ANA  
 10/29/2018 RODRIGUEZ, DANIEL, E  
 11/27/2018 BANCROFT, AMY, E  
 11/27/2018 PAWELSKI, ESTATE OF, DONNA, M  
 11/27/2018 TENBROECK, PERLA, D  
 12/03/2018 TORO, CHRISTIAN, A  
 02/25/2019 MORENO, JAVIER  
 02/27/2019 RODRIGUEZ, ANAHI, G  
 02/28/2019 CIUREJ, JAMES, J  
 02/28/2019 KRYGSHELD, STEVEN, A  
 02/28/2019 LEAHY, KEVIN, D  
 02/28/2019 PHILLIPS, PATRICK, W  
 02/28/2019 RUTKA, LEONARD, S  
 03/04/2019 FERNANDEZ, FELIX, JR  
 05/03/2019 KRAUT, FRANK  
 05/06/2019 TALLEN, DANIEL, M  
 05/14/2019 DARLING, RICHARD  
 05/14/2019 DOYLE, MATTHEW, K  
 05/28/2019 DIAZ, IZEL, E  
 05/29/2019 GARCIA BANCROFT, JOSHUA  
 05/29/2019 REZA, EDWIN  
 05/29/2019 VARGAS, EDWARD  
 06/17/2019 MALDONADO, ALEJANDRO  
 06/19/2019 DI GIULIO, PASQUALE  
 06/24/2019 ROBLEDO, JORGE, JR  
 07/23/2019 HUGHES, TERENCE, W, II  
 08/05/2019 HERNANDEZ, OMAR  
 09/03/2019 CARDONA, JAIRO  
 09/03/2019 GUTIERREZ MUNOZ, JUANA, M  
 09/03/2019 MALFEO, ALEXANDER  
 09/03/2019 RODRIGUEZ, SAMUEL  
 09/04/2019 DIAZ, CARLOS, E  
 09/05/2019 GALVEZ, MARIA, C  
 09/09/2019 HAYES, MIA, J  
 09/30/2019 ANDRADE, ANDREW  
 10/21/2019 VAIS, ANTHONY, J  
 11/04/2019 GARZA, FRED  
 11/04/2019 OROZCO, JOSE, L

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11/18/2019 ESCOBEDO, ALICE  
 11/30/2019 BLOOD, OLIVIA, R  
 12/09/2019 GUERRERO, ANTHONY  
 12/10/2019 CANNOVA, DOMINIC  
 12/14/2019 KUBELKA, DAVID  
 12/18/2019 PAREDES, JOSE  
 01/06/2020 BARAJAS, JOEL  
 01/06/2020 MARTINEZ, LUIS, D  
 01/06/2020 RAMIREZ, EDMOND  
 01/14/2020 HICKMAN, ADAM, D  
 01/27/2020 CERVANTES, DIDIER  
 01/27/2020 RANIERI, NADIA  
 02/04/2020 PAREDES, ANA, L  
 03/10/2020 VAVAL, CHRISTOPHER, M  
 05/26/2020 SERNA, ADRIANA  
 06/06/2020 CUNDARI, CARA, L  
 06/09/2020 EUKOVICH, THOMAS, G  
 06/17/2020 NAVARRETE, CARLOS  
 06/18/2020 CRUZ, BRIAN  
 06/29/2020 JOHNSON, CORNELIUS  
 07/01/2020 OJEDA, YAHIR  
 07/06/2020 GALLEGOS, MARIA, A  
 07/08/2020 RIVERA, DIEGO, A  
 08/12/2020 OLIVA, VICTOR  
 08/31/2020 QUIROZ, LIO, A  
 09/08/2020 JAIMES, DIEGO  
 09/09/2020 VARGAS PENA, EVENCIO  
 09/14/2020 GONZALEZ, GUSTAVO  
 09/14/2020 KOEHLER, MICHAEL, D  
 09/30/2020 HERNANDEZ, BRANDEN  
 10/27/2020 DOMINICK, DANIELLE  
 12/03/2020 CASTRO, JUAN, M  
 12/07/2020 LAZCANO, GENARO  
 12/07/2020 MURPHY, BRENDAN, R  
 12/07/2020 SCHAEFFER, GRAHAM, P  
 12/07/2020 SICILIANO, JAMES, A  
 01/04/2021 ANGELES, OMAR  
 01/04/2021 BAHENA, FRANCISCO, J  
 01/04/2021 ENRIQUEZ, ADRIAN, M  
 01/04/2021 RAUBA, MARTIN, D  
 01/12/2021 OJEDA, JUAN, C  
 01/13/2021 RAUBA, MARISSA, M  
 01/14/2021 RAMIREZ, PERLA, J  
 02/09/2021 SCHWAR, STEPHEN, F  
 03/01/2021 RODRIGUEZ, DANIEL  
 03/08/2021 RAMIREZ, RAMIRO  
 03/15/2021 SETLAK, JESSICA, L  
 03/22/2021 VALDEZ, NINA  
 04/12/2021 AHMAD, ALI  
 04/12/2021 CRANSTON, ROBERT, J  
 04/12/2021 GOCAL, MATTHEW, R  
 04/12/2021 LUPE-CANINO, ANTHONY, A  
 04/12/2021 ROCHKUS, NICHOLAS, A  
 04/12/2021 SCHLUSEMANN, CODY, A

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04/19/2021 MARQUEZ, ANDREW, R  
 05/03/2021 BANDA, ALONDRA, M  
 05/03/2021 COCTECON, OMAR, D  
 05/03/2021 HARO, KEVIN  
 05/03/2021 HEREDIA, EMANUEL  
 05/10/2021 RIVERA-PEREZ, ANAHID  
 05/10/2021 SOSA, REBECCA  
 06/01/2021 JAIMES, DAVID  
 06/01/2021 LOZA, ELIZABETH, M  
 06/01/2021 MARTINEZ, GILIANNEE, I  
 06/01/2021 PADILLA, CARLOS  
 06/02/2021 REYES, JOSHUA  
 06/02/2021 VARGAS, CESAR  
 06/03/2021 MARTINEZ, GAEL  
 06/03/2021 MARTINEZ, GARETH, I  
 06/03/2021 MELCHOR, REYNALDO  
 06/03/2021 NAVAL, JENNIFER  
 06/03/2021 OROZCO, LUIS, D  
 06/04/2021 BARRAGAN, DESTINY, G  
 06/04/2021 BARRAGAN, JASMIN  
 06/04/2021 BUSCEMI, DOMINICK, A  
 06/04/2021 DELGADILLO, BERENISE  
 06/05/2021 SAN PEDRO, EDGAR  
 06/05/2021 SAN PEDRO, LESLIE, G  
 06/06/2021 ROMERO, LUIS, R  
 06/07/2021 ESCOBEDO, JUAN, J  
 06/09/2021 BARAJAS, DAVID  
 06/09/2021 MENDEZ, NATHAN, M  
 06/09/2021 RAMIREZ, SAMANTHA  
 06/09/2021 VARGAS, ISMAEL  
 06/09/2021 VARGAS, OMAR  
 06/10/2021 OWCZAREK, JEFFREY, R  
 06/14/2021 AITCHESON, JAMES  
 06/14/2021 AYALA, SALVADOR  
 06/14/2021 MARCOLINI, ZACHARY, A  
 06/15/2021 RETANA, CELESTE  
 06/15/2021 SORIA, MOISES  
 06/16/2021 COBOS, ISIDRO  
 06/19/2021 VIRGEN, JOSE  
 06/21/2021 SANDOVAL, ANTONIO  
 06/23/2021 MARTINEZ, ISAAC  
 06/23/2021 RODRIGUEZ, FRANCISCO, J  
 06/28/2021 MACARENO, INAN  
 06/28/2021 MERCADO, ALAN, E  
 06/28/2021 MORALES, BENJAMIN  
 06/28/2021 MORENO, BRYAN  
 07/15/2021 CHAGOYA, JESUS, M  
 07/19/2021 NUNO, GABRIELA  
 08/11/2021 MORRO, GERALD, A  
 08/25/2021 WEBER, SUSAN, M  
 08/29/2021 MEJIA, ANGELICA  
 08/30/2021 DISTOR, SYRON  
 09/01/2021 POLASKI, JAMES, R  
 09/06/2021 SAVAGE, EDWARD

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09/07/2021	SUMERACKI, LESLEY
09/13/2021	GARZA, BRYAN, A
09/13/2021	GARZA, KATHIE, M
09/18/2021	SANCHEZ, ARMANDO, E
09/23/2021	JARAMILLO, JAVIER
09/27/2021	TORRES GARCIA, MIGUEL
10/04/2021	BOYLE, THOMAS, P
10/04/2021	SANCHEZ, CARLA, Y
10/25/2021	WOLFF, MICHAEL, A
11/08/2021	BANDA, RAYMUNDO
11/15/2021	URIOSTEGUI, ADRIAN
11/22/2021	MIJARES, BRENDAN, A
11/22/2021	RAMIREZ, CLAUDIA, I
11/29/2021	RIVERA, GEOVANNY
12/06/2021	CERRITOS, ALEJANDRO
12/06/2021	VERNE, GIANCARLO
12/13/2021	DIAZ, ESPERANZA, L
12/14/2021	GARCIA, JUDITH
12/18/2021	MARTINEZ, MICHAEL, A
01/04/2022	AVILA, MIGUEL
01/04/2022	GARDUNO, Omero
01/04/2022	JOHANSEN, KYLE, A
01/04/2022	LARA, RICHARD
01/05/2022	GARCIA, DANIEL, S
01/10/2022	ALMADER TORRES, JOVITA
01/10/2022	LAVERY, ADAM, S
01/10/2022	LOEZA, FRANK
01/10/2022	PALAFox, CESAR, G
01/10/2022	SHEEHAN, CONNOR, M
01/10/2022	VALENTI, JESSE, A
01/12/2022	RENTERIA, ANTHONY, V
01/19/2022	YARBROUGH, LESIA, M
01/24/2022	DIAZ, EDNA
02/07/2022	NOWAK, MARK, A
02/07/2022	TEMES, DELORES, R
02/23/2022	ALVA, ERIKA
02/28/2022	RODRIGUEZ, KATRIN, T
03/01/2022	HURD, BRANDON, T
03/01/2022	KUBICA, FRANCESCA, K
03/01/2022	RUGGIERO, STEVEN, P
03/01/2022	SWISTEK, AFTON, D
03/09/2022	ZAMBRANO, ANTONIO
03/22/2022	VARGAS, BLANCA, M
04/11/2022	CRUZ ANAYA, IDALIA
04/11/2022	MENDOZA, ULISSES
04/11/2022	WALCZAK, RYAN
04/16/2022	RAMIREZ, SALVADOR
05/02/2022	CAMACHO CORNELIO, MARIA, I
05/02/2022	CAMACHO-ELLISON, LETICIA, D
05/02/2022	CARRILLO-GIRON, NESTOR, C
05/02/2022	CHEVRY, DONNA, M
05/02/2022	ESTRADA, CHRISTOPHER, A
05/02/2022	GRANGER, LYNETTE, K
05/02/2022	HERVIEUX, OCEAN, N



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05/02/2022 JAMROK, JEFFREY, B  
 05/02/2022 KNOWSKI, LISA, M  
 05/02/2022 MATHIS, SKYLAR, P  
 05/02/2022 NOYOLA, PATRICIA  
 05/02/2022 RAMIREZ, YARADELY  
 05/02/2022 RAMOS, SALVADOR, I  
 05/02/2022 RIZO, LILIANA, L  
 05/02/2022 RIZZO, CARLO, J  
 05/02/2022 RODRIGUEZ, AARON, R  
 05/02/2022 ROSAS, SEAN, E  
 05/02/2022 SANDOVAL, ANGEL, O  
 05/02/2022 SHAUL, JEREMY, B  
 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 LOEZA, ERICK  
 05/31/2022 PULLIA, NATHAN  
 06/02/2022 ROMERO-CARRILLO, MANUEL  
 06/03/2022 FLORES, ADAN  
 06/03/2022 GUZMAN, ANDREW  
 06/06/2022 MANFRE, RYAN  
 06/07/2022 HERNANDEZ, JONATHAN  
 06/08/2022 GONZALEZ, ALEJANDRO  
 06/08/2022 ROMERO, ANGEL  
 06/12/2022 FLORES, JOSE  
 06/13/2022 GARCIA, JOSHUA  
 06/14/2022 LEATO, ABIGAIL  
 06/14/2022 SAN PEDRO, EVELYN  
 06/15/2022 CORONA, GIANNCARLO  
 06/15/2022 COUSINO, IVAN  
 06/15/2022 GOMEZ, NATALIA  
 06/15/2022 LEATO, AARON  
 06/15/2022 MARTINEZ, SANTIAGO  
 06/15/2022 PAIZ, AUSTIN  
 06/15/2022 RAMIREZ, JOSUE  
 06/21/2022 BONILLA, ANDRES, A  
 06/21/2022 GARCIA, VANESSA  
 06/21/2022 MAYORGA, VALENTINA  
 06/21/2022 OLAVARRIA, DANIELLE  
 06/21/2022 ROMERO, URIEL  
 06/21/2022 SANCHEZ, JOEL  
 06/21/2022 SANTOS, SARAH  
 07/06/2022 GARCIA-CHAVEZ, ELIZABETH  
 07/10/2022 FERNANDEZ, BRIAN  
 07/11/2022 ALMANZA, MARCY  
 07/11/2022 BAUTISTA, ANTHONY  
 07/11/2022 HEREDIA, AALIYAH  
 07/17/2022 GARCIA, ROBERTO  
 07/17/2022 HUITRON, IVAN  
 07/18/2022 MARTINEZ, ROLANDO

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07/18/2022 MOORE, CHRISTOPHER  
 07/18/2022 REICHENBERGER, NATHAN  
 07/18/2022 TALBOT, NATHANIEL  
 08/15/2022 ARDOLINO, MEGHAN  
 08/15/2022 BUSTAMANTE, JAZMIN  
 08/15/2022 HERRERA, JASMINE  
 08/15/2022 WEINER, SAMANTHA  
 08/15/2022 WILLIS, FELICIA  
 08/25/2022 DIAZ, JESUS  
 08/25/2022 LEWANDOWSKI, NICHOLAS  
 08/25/2022 TAYLOR, JOHNNY  
 08/29/2022 DIAZ, ANTONIO  
 08/29/2022 GONZALEZ, ERICK  
 08/29/2022 MARTINEZ, NICHOLAS  
 08/29/2022 MORENO, ADRIAN  
 08/29/2022 NUNEZ, ALEX  
 08/29/2022 QUIROGA, ANTHONY  
 08/29/2022 WASHINGTON, JADA  
 09/06/2022 GRAJEDA, ROY  
 09/13/2022 SANDOVAL, RUBEN  
 09/15/2022 RABER, ALYSSA  
 09/19/2022 WILLIS, DELISHA  
 10/17/2022 MONTIEL, JOEL  
 10/17/2022 PEREZ-VARELA, RAUDEL  
 10/17/2022 SPURLOCK, JARROD  
 10/24/2022 ARELLANO, FELICIANO, JR  
 11/14/2022 GONZALEZ, OLIVIA  
 11/21/2022 MORALES, MARIO  
 12/08/2022 DIAZ DONATO, LUPITA  
 12/12/2022 REYES, ALICIA  
 12/14/2022 HUNTER, GEORGE  
 12/19/2022 RODRIGUEZ, EDUARDO  
 12/19/2022 ROSAS, DIANA  
 01/03/2023 CABRERA CERNA, CELIA  
 01/09/2023 BRIGGS, SAMANTHA  
 01/17/2023 FERNANDEZ, JOHN  
 01/23/2023 CAZARES, EMILIO, CHAVIRA  
 01/23/2023 HARRIS, THERESA  
 01/26/2023 SOTELO, DIEGO  
 02/13/2023 VELA, BEANKA  
 03/07/2023 RIVAS, MARIA, G  
 03/13/2023 DEFRANCISCO, SAM  
 03/22/2023 RODRIGUEZ, MARK  
 04/03/2023 JOHNSON, PATRICK  
 04/04/2023 FARIAS-BARRON, RAMON  
 04/10/2023 BONILLA, FRANCISCO  
 04/17/2023 NOVOA, LUIS  
 04/20/2023 BONFANTE, JAVIER  
 04/24/2023 CARRILLO, ALEJANDRO  
 04/24/2023 GALVAN ACOSTA, MARIEL  
 05/01/2023 AVALOS-LANDEROS, ALEXIS  
 05/01/2023 JANOSEK, MATTHEW  
 05/01/2023 MOLARO, MARK  
 05/01/2023 NOVOA, DAVID

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CORPORATE

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 GONZALEZ, ANNETTE  
 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  
 05/30/2023 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 DIAZ, SOPHIA  
 06/05/2023 GARCIA, BRAYAN  
 06/05/2023 HERRERA, HECTOR  
 06/05/2023 LOWERY, LUKE  
 06/05/2023 MERAZ, MANUEL  
 06/05/2023 MONTERO, JUAN DIEGO  
 06/05/2023 NIEVES, ANGELO  
 06/05/2023 PEREZ, JOEL  
 06/05/2023 SANTIAGO, JUSTIN, L  
 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

HUMAN RESOURCES

DATE 7/05/23

EMPLOYEES BY

TCHR97

TIME 11:34:37

HIRE DATE

LDONATO

HIRE DATE NAME

=====  
CORPORATE

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 GARCIA, AARON  
06/07/2023 GODOY, MICHAEL  
06/07/2023 GONZALEZ, ETHANIEL  
06/07/2023 RETANA, ERNESTO  
06/07/2023 SERRANO, JASMINE  
06/08/2023 HERNANDEZ ORTIZ, GABRIEL  
06/08/2023 JUAREZ HERNANDEZ, DAISY  
06/08/2023 TAPIA, OLIVER  
06/08/2023 TOVAR, MAGALY  
06/11/2023 GARCIA, LORENZ  
06/11/2023 KORZELIK, DANIEL  
06/12/2023 CAHUE, KARLA  
06/12/2023 CAHUE, REBECCA  
06/12/2023 CONTRERAS-ORTIZ, ISABEL  
06/12/2023 CORTEZ, KEVEN  
06/12/2023 DAVILA, JULIAN  
06/12/2023 MARTINEZ, LEONEL  
06/12/2023 OLANO, SOPHIA  
06/12/2023 ORTIZ, KAYLA  
06/12/2023 RODRIGUEZ, MELISSA  
06/12/2023 RODRIGUEZ VELARDE, GIOVANNI  
06/12/2023 ROMERO, ERICK  
06/12/2023 SANCHEZ, BRANDON  
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

Total Employees: 959  
Estimated Payroll Salary: 1,669,280.45

NOTE: Hourly rates not included in estimated payroll salary

H U M A N   R E S O U R C E S

DATE 7/05/23

EMPLOYEES BY

TCHR97

TIME 11:34:37

HIRE DATE

LDONATO

HIRE DATE      NAME

LIBRARY

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

Total Employees:      32  
 Estimated Payroll Salary:      27,626.18

NOTE: Hourly rates not included in estimated payroll salary

## RESOLUTION

RESOLVED THAT THE LIST OF MEDICAL CLAIMS AND THE STOP LOSS INSURANCE POLICY PREMIUM FOR THE MONTH OF MAY 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$1,346,056.60, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

\_\_\_\_\_  
LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

\_\_\_\_\_  
MARIA PUNZO-ARIAS, TOWN CLERK

DATE: \_\_\_\_\_

**Group Health Plan** TOWN OF CICERO  
 4949 W. CERMAK ROAD  
 CICERO, IL 60804-2461  
  
**Employer Account No.** [REDACTED]  
**Bill Group** 5092392250  
**Account ID Number** [REDACTED]  
**Invoice Number** 873583119641  
**Invoice Date** 05/31/2023  
**Invoice Period** 05/01/2023 - 05/31/2023  
**Billing Cycle** MONTHLY

**Make Electronic (Wire<sup>1</sup> or ACH<sup>2</sup>) Payments to**

Mellon Bank  
 Health Care Service Corporation  
  
 HCSC ABA Number 043000261  
 HCSC Bank Account Number [REDACTED]  
 Account ID Number [REDACTED]  
  
**Amount Due** \$1,346,056.60  
  
**Date Due** 07/03/2023

See footnotes for important Wire &amp; ACH payment instructions

**Claim Charges/Credits - Paid 5/1/23 - 5/31/23**

Value Based Care-Value Incentive	3,040.32
Medical-Facility	385,011.27
Dental	87,527.00
Medical-Professional	397,075.42
Pharmacy	440,354.47
Value Based Care-Care Coordination	775.79
<b>Total Claim Charges/Credits</b>	<b>\$1,313,784.27</b>

**Administration Fees**
**Calculation Method**

RX Rebate Credit	Per Contract Per Month	(104,020.28)
Medical Rx Rebate Credit	Per Contract Per Month	(1,745.00)
Telehealth	Per Contract Per Month	362.96
Administration Fee - Dental	Per Contract Per Month	2,889.70
IL Access Fee	Monthly IL Access Fee	9,333.38
Administration Fee	Per Contract Per Month	51,678.83
Specific Stop Loss	Per Contract Per Month	70,992.22
APR Savings Program-Data Mining & Post Pay Recovery	Claim Based	21.34
APR Savings Program-Advanced Claim Edits and Coding Validation	Claim Based	2,346.28

(continued on next page)

**<sup>1</sup>For Electronic payment via Wire**

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

**<sup>2</sup>For Electronic payment via ACH**

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

Administration Fees <i>(continued from previous page)</i>	Calculation Method	
APR Savings Program-Coordination of Benefits	Claim Based	137.90
<b>Total Administration Fees</b>		<b>\$31,997.33</b>

Administration Adjustments	Incurred Date	
Continuation Admin Fee	05/24/2023	145.00
IDR Negotiation Fees	04/30/2023	50.00
COVID OTC Test Charge	05/11/2023	80.00
<b>Total Administration Adjustments</b>		<b>\$275.00</b>

<b>Total Claim Charges/Credits</b>	<b>\$1,313,784.27</b>
<b>Total Administration Fees &amp; Adjustments</b>	<b>\$32,272.33</b>
<b>Total Charges</b>	<b>\$1,346,056.60</b>

**Billing Contact**  
DANIELLE REGGIA  
Email: ASO\_Billing\_Team@bcbsil.com

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

**Electronic payment is preferred. Check payment is acceptable.**

**Make checks payable to**  
Health Care Service Corporation

**Include**  
Account ID Number [REDACTED]  
Amount Due \$1,346,056.60  
Date Due 07/03/2023

**If sending via Overnight Courier**  
Health Care Service Corporation  
Attn: 14169  
5505 N. Cumberland Ave.  
Suite 307  
Chicago, IL 60656-1471

**If sending via 1st Class Mail**  
Health Care Service Corporation  
Dept. CH 14169  
Palatine, IL 60055-4169



## RESOLUTION

RESOLVED THAT THE LIST OF HMO MEDICAL CLAIMS INSURANCE POLICY PREMIUM FOR THE MONTH OF JUNE 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$37,014.86, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

\_\_\_\_\_  
LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

\_\_\_\_\_  
MARIA PUNZO-ARIAS, TOWN CLERK

DATE: \_\_\_\_\_



**BlueCross Blue Shield of Illinois**

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

Remittance Address  
Blue Cross and Blue Shield of Illinois  
P.O. Box 650615  
Dallas, TX 75265-0615

For All Billing Inquiries Call  
800-414-7147

Account: [REDACTED] - TOWN OF CICERO		7951
Profile: 000625482 - ALL SUBSCRIBERS		Page
Bill Date: 05-17-2023	Payment Due Date: 06-01-2023	3
Bill Period: 05-01-2023 to 07-01-2023		

**BILL SUMMARY**

	Date	Activity	Total Due
<b>Previous Amount Billed</b>			\$74,915.81
<b>Payments</b>			
Wire@ FUNDS	04-21-2023	(34,248.28)	
<b>Adjustments</b>			
NONE		.00	
<b>Total Payments and Adjustments</b>			(\$34,248.28)
<b>Remaining Balance</b>			\$40,667.53
<b>Fees</b>			
Current Charges		37,014.86	
Subscriber Fee Adjustments		.00	
<b>Total Fees</b>			\$37,014.86
<b>Total Amount Due</b>			\$77,682.39

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

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

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

[REDACTED] 000625482 - 06-01

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

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

## RESOLUTION

RESOLVED THAT THE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PREMIUM FOR THE MONTH OF JUNE 2023, PREPARED BY BLUE CROSS BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$5,776.44, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

\_\_\_\_\_  
LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

\_\_\_\_\_  
MARIA PUNZO-ARIAS, TOWN CLERK

DATE: \_\_\_\_\_



**Blue Cross Blue Shield of Illinois**

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

ELIGIBILITY & BILLING:  
(800) 367-6401

ELIGIBILITY CHANGES:  
AnnlaryQuestions11@bcbs-il.com

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

STATEMENT DATE: 05/10/2023  
PAID TO DATE: 05/01/2023  
FOR THE PERIOD: 06/01/2023 THRU 06/30/2023

Email Address: SAJELIC@THETOWNOFCICERO.COM

Group / Account Number: [REDACTED] 1

**BILLING SUMMARY**

CURRENT PREMIUM DUE	\$5,776.44
OUTSTANDING PREMIUM DUE	\$6,116.94
<b>TOTAL AMOUNT DUE 06/01/2023</b>	<b>\$11,893.38</b>

REMINDER, PLEASE PAY THE OUTSTANDING PREMIUM SHOWN ABOVE

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

Pay online or make your check payable to Dearborn Life Insurance Company

Please complete other side to report changes not previously submitted

PLEASE DETACH AND RETURN WITH CHECK FOR TOTAL DUE

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

GROUP / ACCOUNT NUMBER: F018028 - 1

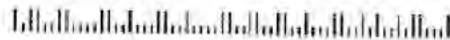
GROUP NAME: TOWN OF CICERO

FOR THE PERIOD: 06/01/2023 THRU 06/30/2023

CURRENT PREMIUM DUE **\$5,776.44**

OUTSTANDING PREMIUM DUE \$6,116.94

TOTAL AMOUNT DUE 06/01/2023 \$11,893.38





## FW: Cicero x RYC McDonald's | Art Installation

1 message

Gabriella Tetzner <gtetzner@loudlive.com>

Thu, Jul 6, 2023 at 4:08 PM

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

Cc: Cristina Gaston <cgaston@loudlive.com>, Andrea Gordon <agordon@loudlive.com>, KT Fuentes <krfuentes1@gmail.com>, Phil Fuentes <pmamcd@aol.com>, "philip.fuentes@partners.mcd.com" <philip.fuentes@partners.mcd.com>

Hi,

Thank you again for jumping on a call with us to iron out the details! As mentioned, sharing the thread of conversation with Robert White regarding the installation. Below please find all information requested:

- **Purpose:** the Ritmo y Color McDonald's program is dedicated to elevating and celebrating both the Latino culture and work with local artists, such as Mauricio Ramirez who designed the store, to create a positive impact within the community.
- **Length of stay:** we ask for the art to stay in place until the end of the of October (end of program), however should there be a need for early removal, we can coordinate with the owner/operators, Phil and Katie Fuentes, to get this done.
- **ROS:** 8 AM – 9 PM
  - 7:30 AM arrival for all teams
  - 8:00 AM: Installation begins on DT area until completion – then the team will move onto the rest of the restaurant.
    - Please note, that we are working with the Owner/Operators, Phil Fuentes, to work on business traffic as well as noting that this is not an event, but an installment of graphics
- **Crew:** Loud And Live and Olympus Group
  - 10 Installers
  - 2 Video Production
    - I would be present on install day for the entire duration, sharing my contact information should any immediate questions pop up (786.340.4431)
- **Security:** We have reached out to hire (2) Chicago Off-Duty Officers, and learned that we need to work with the town board when submitting all this information – please let us know what information is needed to lock them in.

Let us know should you have any questions or concerns.

Best,

Gabby



**Gabriella Tetzner** | Account Manager

2301 NW 87<sup>th</sup> Avenue, 6<sup>th</sup> Floor | Miami | FL | 33172

O- 305.456.5444 EXT- 475 | M- 786.340.4431

gtetzner@loudlive.com

[www.loudlive.com](http://www.loudlive.com)



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**From:** Robert White <rwhite@thetownofcicero.com>  
**Sent:** Wednesday, June 28, 2023 1:55 PM  
**To:** Gabriella Tetzner <gtetzner@loudlive.com>  
**Cc:** Cristina Gaston <cgaston@loudlive.com>; Michelle Martinez <mmartinez@loudlive.com>; Andrea Gordon <agordon@loudlive.com>; Rosa Raygoza <rraygoza@thetownofcicero.com>; Craig Pesek <cpesek@thetownofcicero.com>  
**Subject:** Re: Cicero x RYC McDonald's | Art Installation

Good afternoon Gabriella,

Thank you for this information. I will make sure to pass this on to the relevant parties within the Town. We should return a definitive answer regarding the Town's zoning code and determinations for this event, and the viability of 'Ritmo y Color' at 2827 S. Cicero McDonalds location soon. If you have any questions or concerns, please feel free to reach out!

Best,

Robert White

On Wed, Jun 28, 2023 at 11:14 AM Gabriella Tetzner <gtetzner@loudlive.com> wrote:

Hi Robert,

Hope all is well! To introduce ourselves, we are the Loud And Live team working with both Crystal Gomez, our permit runner, and Phil and Katie Fuentes the owners of the McDonald's restaurant we are looking to have an art installation at: 2827 S Cicero Ave., Cicero, IL 60804

Our client, Luciana Cabrera-Loos, recently attended the Cicero Town Board meeting on 6/27, as was let known that the team needed more information to move forward, see below for all details:

- **Purpose:** the Ritmo y Color McDonald's program is dedicated to elevating and celebrating both the Latino culture and work with local artists, such as Mauricio Ramirez who designed the store, to create a positive impact within the community.
- **ROS:** 8 AM – 9 PM
  - 7:30 AM arrival for all teams
  - 8:00 AM: Installation begins on DT area until completion – then the team will move onto the rest of the restaurant.
    - Please note, that we are working with the Owner/Operators, Phil Fuentes, to work on business traffic as well as noting that this is not an event, but an installment of graphics
- **Crew:** Loud And Live and Olympus Group
  - 10 Installers

- 2 Video Production

- I would be present on install day for the entire duration, sharing my contact information should any immediate questions pop up (786.340.4431)
- **Security:** We have reached out to hire (2) Chicago Off-Duty Officers, and learned that we need to work with the town board when submitting all this information – please let us know what information is needed to lock them in.

Let us know should you have any questions or concerns.

Thank you,

Gabby



**Gabriella Tetzner** | Account Manager

2301 NW 87<sup>th</sup> Avenue, 6<sup>th</sup> Floor | Miami | FL | 33172

O- 305.456.5444 EXT- 475 | M- 786.340.4431

gtetzner@loudlive.com

www.loudlive.com



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--

Town of Cicero

Project Management

4949 W. Cermak Rd

Cicero, IL 60804

Work: (708) 656-3600 ext. 704

Cell: (773) 704-2987



# RITMO Y COLOR

## 2023 PROGRAM OVERVIEW

June 2023

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*Leontine*





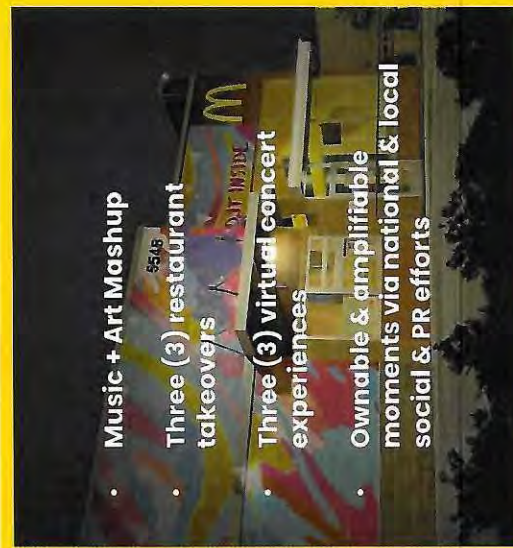
# HCM OVERARCHING STRATEGY

**Proudly Latino**

**Fueling Latino youth pride by elevating  
their voices and stories**

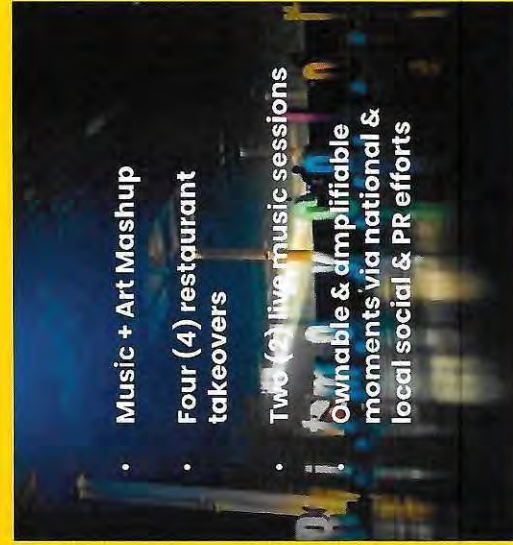
Ritmo y Color is a platform that reinforces the brand's support and commitment to Latin music and the arts, fusing two passion points of relevance to the Gen Z Latino consumer.

## 2021



- Music + Art Mashup
- Three (3) restaurant takeovers
- Three (3) virtual concert experiences
- Ownable & amplifiable moments via national & local social & PR efforts

## 2022



- Music + Art Mashup
- Four (4) restaurant takeovers
- Two (2) live music sessions
- Ownable & amplifiable moments via national & local social & PR efforts

## 2023



- Music + Art Mashup
- Six (6) restaurant takeovers
- One (1) virtual concert experience
- Consumer Voting
- Two (2) concert store stops
- Ownable & amplifiable moments via national & local social & PR efforts

In 2023, the platform will feature an **8-month engagement plan** filled with national & local amplification that speaks to our core consumers

## RESTAURANT TAKEOVER 2023

# DETAILS

### OVERVIEW

In 2023, RyC will continue adding color to the communities we serve through pop-up art installations in key markets with local leading & relevant visual artists.

Our restaurants will serve as a canvas where local visual artists tell their stories through their craft. Restaurants will be wrapped in the artists' work, creating a unique brand moment and transforming a McDonald's restaurant into an art installation for a community to enjoy. Previous RyC visual artists will serve as brand ambassadors and help introduce the next set of artists.

### SPECIFICS

- Six (6) takeovers
- Wrapped Exterior (temporary)
- Interior AR Integration
- Crew Merch with artist collaboration
- Turnkey & seamless to Operators

### LOCAL AMPLIFICATION

Opportunity for local markets to create consumer engagement moments around each restaurant takeover.

**2023 RITMO Y COLOR**

# RESTAURANT WRAPPING TIMELINE

New York  
5/31

MAY

JUNE

JULY

AUG

San Antonio  
6/13

Chicago  
7/18

San Jose  
8/1

Dallas  
6/27

Miami  
8/14

## Wrapping Order:

1. New York (Launch) – May 31
2. San Antonio – June 13
3. Dallas – June 27
4. Chicago – July 18
5. San Jose – Aug 1
6. Miami – Aug 14

RESTAURANT TAKEOVER

# OUR COMMUNITIES ARE OUR CANVAS.

KICK-OFF. OWNABLE. AUTHENTIC. AMPLIFIABLE

VISUAL ARTIST – CHICAGO

# MAURICIO RAMIREZ



Mauricio Ramirez

## "Semillas de Colores" "Seeds of Color"

The design opens to a world of color, difference and individuality, a harmonious collaboration with all elements working together to represent all Latin people of Chicago. The design merges two artistic styles together: traditional Mexican embroidery known as "Tenangos" and geometric poly-wave, which symbolizes the past and present, ultimately expressing what it feels like to be Latino today in Chicago. The main focus is the flying bird, which soars across Chicago, wrapping its wings across the city in a gesture of love.

**VISUAL ARTIST – CHICAGO**

# MAURICIO RAMIREZ



Mauricio Ramirez is a visual artist in Chicago, specializing in contemporary murals, commercial and fine art. With a commitment to social narratives and influenced by his Mexican culture, Mauricio developed a unique color theory emulating the vibrancy of the community. The Chicago native is best known for his pixelated murals which carry a technique of breaking down bursts of colors and triangles., inspired by the history of his roots and community, the Mexican-American artists begins by taking figures and depicts them with a fresh and unique painting tyle of contemporary art.

The world of street art influence Mauricio through graffiti culture at an early age and is still present in current work and precise spray-can control skills.

His overall goal is to bring a fresh and current look to the city where he incorporates his community-based practices. Once at a site, Mauricio immerses himself in the cultural scene, focusing on engagement and connections with members of the community.

**RESTAURANT TAKEOVER – CHICAGO**

**CREW MERCHANDISE**

**crew T-Shirt**



**Manager Polos**



**Crew Hats**



**Back**

**Front**





# RESTAURANT TAKEOVER – CHICAGO

# RESTAURANT

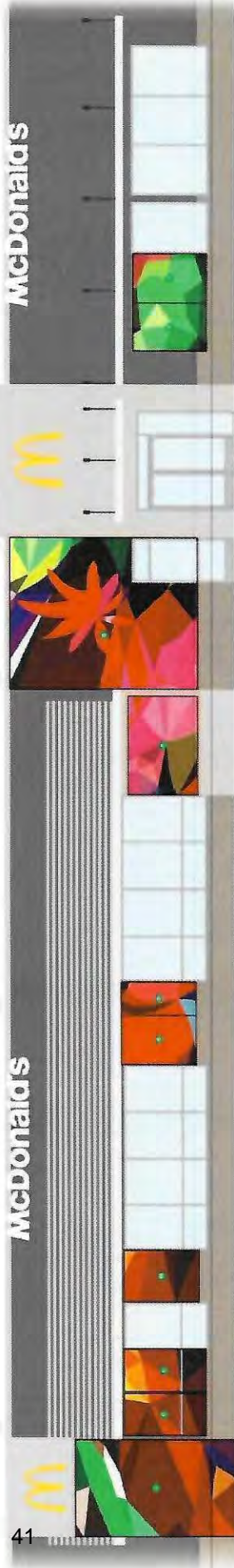
**CHICAGO**

2827 S Cicero Ave.  
Cicero, IL 60804

Store # 15705

Owner / Operator: Phil Fuentes

FRONT - EAST SIDE



- FRONT - EAST SIDE**
- 1. 10' x 10' x 10' - 10' x 10' - 10' x 10'
  - 2. 10' x 10' x 10' - 10' x 10' - 10' x 10'
  - 3. 10' x 10' x 10' - 10' x 10' - 10' x 10'
  - 4. 10' x 10' x 10' - 10' x 10' - 10' x 10'



- SIDE WALLS - NORTH SIDE**
- 1. 10' x 10' x 10' - 10' x 10' - 10' x 10'
  - 2. 10' x 10' x 10' - 10' x 10' - 10' x 10'



- RETAILS - NORTH SIDE**
- 1. 10' x 10' x 10' - 10' x 10' - 10' x 10'
  - 2. 10' x 10' x 10' - 10' x 10' - 10' x 10'



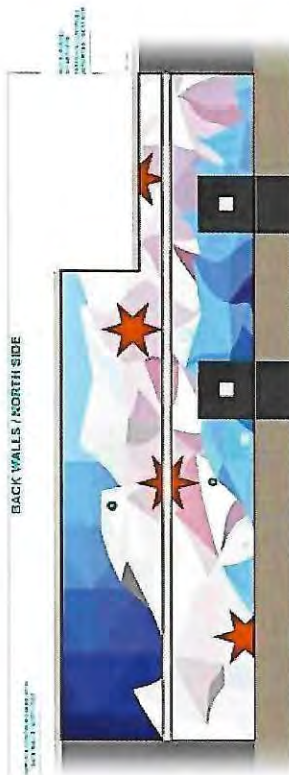
- WINDOWS - NORTH SIDE**
- 1. 10' x 10' x 10' - 10' x 10' - 10' x 10'
  - 2. 10' x 10' x 10' - 10' x 10' - 10' x 10'

MAIN WALK-IN ENTRANCE / NORTH SIDE



# RESTAURANT TAKEOVER – CHICAGO

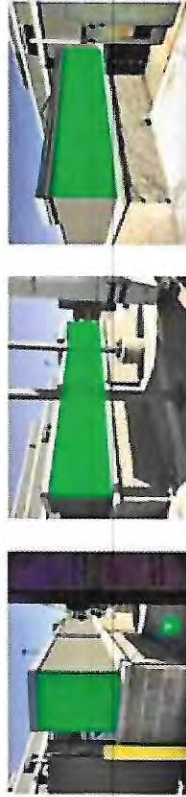
# RESTAURANT



- BACK WALLS / NORTH SIDE**
- 1 30794 6 01294 For Sale
  - 2 30794 6 01294 For Sale
  - 3 30794 6 01294 For Sale
  - 4 30794 6 01294 For Sale
- See Color Book for Material Details  
 All units are subject to change without notice.  
 © 2014 McDonald's USA, LLC. All rights reserved.



- REAR / WEST SIDE**
- 1 30794 6 01294 For Sale
  - 2 30794 6 01294 For Sale
- See Color Book for Material Details  
 All units are subject to change without notice.  
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# RESTAURANT TAKEOVER – CHICAGO RESTAURANT

DRIVE THRU / WEST SIDE

DRIVE THRU / SOUTH SIDE

DRIVE THRU SETBACK / SOUTH SIDE

**DRIVE THRU / WEST SIDE**

- 1. 110' x 120' x 12' Drive Thru
- 2. 110' x 120' x 12' Drive Thru
- 3. 110' x 120' x 12' Drive Thru
- 4. 110' x 120' x 12' Drive Thru

**DRIVE THRU / SOUTH SIDE**

- 1. 110' x 120' x 12' Drive Thru
- 2. 110' x 120' x 12' Drive Thru
- 3. 110' x 120' x 12' Drive Thru
- 4. 110' x 120' x 12' Drive Thru

**DRIVE THRU SETBACK / SOUTH SIDE**

- 1. 110' x 120' x 12' Drive Thru
- 2. 110' x 120' x 12' Drive Thru
- 3. 110' x 120' x 12' Drive Thru
- 4. 110' x 120' x 12' Drive Thru
- 5. 110' x 120' x 12' Drive Thru
- 6. 110' x 120' x 12' Drive Thru

# RESTAURANT TAKEOVER - CHICAGO

# RESTAURANT

## FRONT COUNTERS



CASHIER COUNTER

- ZA** 96.25"W x 29.25"H Trim Size  
100.25"W x 31.25"H Artwork Size  
NO TOP BLEED, FLUSH CUT



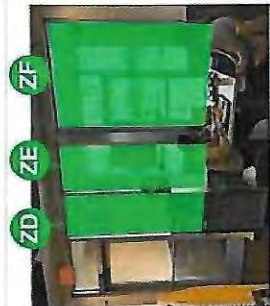
## MAIN DINING ROOM



- ZD** 25.75"W x 75.5"H Trim Size  
29.75"W x 79.5"H Artwork Size  
\*ZD - OBSTRUCTION NOTES:  
• Trash Can  
• WINDOW PERF
- ZE** 25.75"W x 75.5"H Trim Size  
29.75"W x 79.5"H Artwork Size  
\*ZD - OBSTRUCTION NOTES:  
• Trash Can  
• WINDOW PERF
- ZF** 48.5"W x 75.5"H Trim Size  
52.5"W x 79.5"H Artwork Size  
WINDOW PERF

- ZG** 42.5"W x 25.5"H Trim Size  
46.5"W x 29.5"H Artwork Size  
OPAQUE VINYL
- ZH** 42.5"W x 25.5"H Trim Size  
46.5"W x 29.5"H Artwork Size  
OPAQUE VINYL

- ZI** 42.5"W x 25.5"H Trim Size  
46.5"W x 29.5"H Artwork Size  
OPAQUE VINYL
- ZJ** 42.5"W x 25.5"H Trim Size  
46.5"W x 29.5"H Artwork Size  
OPAQUE VINYL



# RESTAURANT TAKEOVER – CHICAGO RESTAURANT

## DRIVE THRU WALK-IN ENTRY



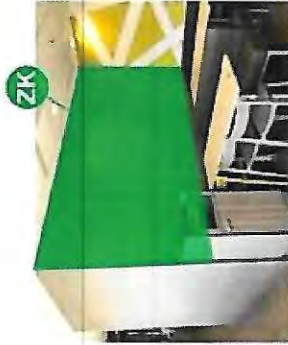
**ZB** 62.25"W x 75"H Trim Size  
66.25"W x 79"H Artwork Size  
www.mcd.com/artist



## SIDE LOBBY DINING ROOM



**ZK** 154.25"W x 77.5"H Trim Size  
158.25"W x 81.5"H Artwork Size  
ZK - OBSOLETE/NOT IN STOCK  
• Trash can  
• Dining tables/bench chairs





**Thank You**

# APPENDIX

2023 RITMO Y COLOR

# PROGRAM TIMELINE

MAY      JUNE      JULY      AUG      SEPT      OCT



48

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17





Jessica Jaramillo <jjaramillo@thetownofcicero.com>

---

## REQUEST TIME SLOT - ART APPROVAL FROM BOARD

17 messages

---

**Crystal Gomez** [REDACTED]  
To: "jjaramillo@thetownofcicero.com" <jjaramillo@thetownofcicero.com>  
Cc: Robert White <rwhite@thetownofcicero.com>

Thu, Jun 22, 2023 at 1:02 PM

Hello,

I was advised to submit a written request to the CLERKS OFFICE regarding a time slot in the upcoming town hall meeting this Tuesday, June 27<sup>th</sup> 2023 at 10AM.

This request is for approval of the proposed art by one of your local visual artists seen in the attachment for the McDonalds located at 2827 S Cicero Ave. Cicero, IL 60804.

There are no additional advertising or logos being added as this is for the community.

Please advise if any additional information is required and if you can provide the time in which we will be speaking.

Please advise if you have any questions or concerns.

Best,


**Crystal Gomez**

Miami Permits LLC

C: [REDACTED]

E: [REDACTED]

---


 2023 RYC Chicago Restaurant Design.pdf  
1612K

Jessica Jaramillo <jjaramillo@thetownofcicero.com>  
To: MARIA PUNZO <marias@thetownofcicero.com>

Thu, Jun 22, 2023 at 1:30 PM

FYI  
[Quoted text hidden]

---

 **2023 RYC Chicago Restaurant Design.pdf**  
1612K

---

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

Thu, Jun 22, 2023 at 2:45 PM

[Quoted text hidden]  
--  
María A. Punzo-Arias  
Town Clerk

**TOWN OF CICERO**

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

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---

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

Thu, Jun 22, 2023 at 2:47 PM

Jessica,

What exactly are they asking for? Is this for a permit?

They are welcome to attend the meeting and speak during public comments (3 minute limit) or put the detailed request in writing and we will add it and consider it as a permit, etc.

María

On Thu, Jun 22, 2023 at 1:30 PM Jessica Jaramillo <jjaramillo@thetownofcicero.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

---

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

Thu, Jun 22, 2023 at 4:36 PM

Yes, it looks like they are requesting permission to place a mural on McDonald's located at 2827 S. Cicero Avenue.  
[Quoted text hidden]

**Maria Arias** <marias@thetownofcicero.com>

Thu, Jun 22, 2023 at 6:02 PM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Cc: Jackie Melendez <jmelendez@thetownofcicero.com>

If it's for a mural, please send them a copy of the ordinance and inform them that murals are NOT allowed. If they still want to attend the town board meeting, they will have 3 minutes to address the board during citizen comments.

[Quoted text hidden]

---

**Jessica Jaramillo** <jjaramillo@thetownofcicero.com>

Thu, Jun 22, 2023 at 7:08 PM

To: Crystal Gomez <[REDACTED]>

Cc: Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>


Bcc: Craig Pesek <cpesek@thetownofcicero.com>

Thank you for your email, after further review of your request it has been deemed prohibited in accordance with the Town of Cicero Code of Ordinances under Chapter 6 subsection 6-118 paragraph B8. I have attached a copy for your review.

If you still wish to address the board concerning this matter, you may do so under Citizen Comments. You will be allotted 3 minutes to address the Board.

[Quoted text hidden]

---

 **Sec\_6\_118. \_\_Wall\_signs..docx**  
18K

---

**Crystal Gomez** <[REDACTED]>

Fri, Jun 23, 2023 at 7:18 AM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Cc: Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>

Hi Jessica,

The sign is not painted, sketched or drawn on the wall. It is a vinyl layer that will be applied to the wall like a sticker and is temporary.

[Quoted text hidden]

---

**Crystal Gomez** <[REDACTED]>

Fri, Jun 23, 2023 at 7:18 AM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Cc: Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>

Hi Jessica,

The sign is not painted, sketched or drawn on the wall. It is a vinyl layer that will be applied to the wall like a sticker and is temporary.

Please advise if you have any questions or concerns.

Best,

**Crystal Gomez**

Miami Permits LLC

C: [REDACTED]

E: [REDACTED]

**From:** Jessica Jaramillo <jjaramillo@thetownofcicero.com>  
**Date:** Thursday, June 22, 2023 at 8:09 PM  
**To:** Crystal Gomez [REDACTED]  
**Cc:** Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>  
**Subject:** Re: REQUEST TIME SLOT - ART APPROVAL FROM BOARD

[Quoted text hidden]

---

**Maria Arias** <marias@thetownofcicero.com> Fri, Jun 23, 2023 at 1:48 PM  
To: Crystal Gomez [REDACTED]  
Cc: Craig Pesek <cpesek@thetownofcicero.com>, Dave Mavrinac <dmavrinac@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Robert White <rwhite@thetownofcicero.com>, Terry Higgins <thiggins@thetownofcicero.com>

Hello Crystal-thank you for reaching out to us. I would suggest that you follow-up with Mr. Craig Pesek and Mr. Dave Mavernac to further discuss your request. Please note that I have cc'd them on this email.

Good luck!

Maria

[Quoted text hidden]

--

[Quoted text hidden]

---

**crystal gomez** [REDACTED] Fri, Jun 23, 2023 at 2:35 PM  
To: Maria Arias <marias@thetownofcicero.com>  
Cc: Craig Pesek <cpesek@thetownofcicero.com>, Dave Mavrinac <dmavrinac@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Robert White <rwhite@thetownofcicero.com>, Terry Higgins <thiggins@thetownofcicero.com>

Thank you Maria.

Hi Mr. Pesek and Mr. Mavernac,

Hoping you can help me with the top below that we are requesting approval for.

Can you advise on anything that has been discussed?

Best,

**Crystal Gomez**  
Miami Permits LLC

C: [REDACTED]

E: [REDACTED]

Sent from my iPhone

On Jun 23, 2023, at 2:49 PM, Maria Arias <marias@thetownofcicero.com> wrote:

[Quoted text hidden]

---

**Maria Arias** <marias@thetownofcicero.com>

Mon, Jun 26, 2023 at 4:40 PM

To: Dave Mavrinac <dmavrinac@thetownofcicero.com>, Craig Pesek <cpesek@thetownofcicero.com>

Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Crystal Gomez [REDACTED]

Hello Dave and Craig -

Please see the email below. Can either of you please follow-up on their inquiry as it relates to a temporary vinyl layer on the wall and not a mural, not sure if it would still be considered a mural, etc.

Thank you,

Maria

**Forwarded Conversation**

**Subject: Fwd: REQUEST TIME SLOT - ART APPROVAL FROM BOARD**

---

From: **Jessica Jaramillo** <jjaramillo@thetownofcicero.com>

Date: Thu, Jun 22, 2023 at 1:30 PM

To: MARIA PUNZO <marias@thetownofcicero.com>

FYI

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

From: **Crystal Gomez** [REDACTED]

Date: Thu, Jun 22, 2023 at 1:03 PM

Subject: REQUEST TIME SLOT - ART APPROVAL FROM BOARD

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

Cc: Robert White <rwhite@thetownofcicero.com>

Hello,

I was advised to submit a written request to the CLERKS OFFICE regarding a time slot in the upcoming town hall meeting this Tuesday, June 27<sup>th</sup> 2023 at 10AM.

This request is for approval of the proposed art by one of your local visual artists seen in the attachment for the McDonalds located at 2827 S Cicero Ave. Cicero, IL 60804.

There are no additional advertising or logos being added as this is for the community.

Please advise if any additional information is required and if you can provide the time in which we will be speaking.

Please advise if you have any questions or concerns.

Best,

**Crystal Gomez**

Miami Permits LLC

C: [REDACTED]

E: [REDACTED]

-----  
From: **Maria Arias** <marias@thetownofcicero.com>  
Date: Thu, Jun 22, 2023 at 2:45 PM  
To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

—  
**Maria A. Punzo-Arias**  
Town Clerk

**TOWN OF CICERO**

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

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-----  
From: **Maria Arias** <marias@thetownofcicero.com>  
Date: Thu, Jun 22, 2023 at 2:47 PM  
To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Jessica,

What exactly are they asking for? Is this for a permit?

They are welcome to attend the meeting and speak during public comments (3 minute limit) or put the detailed request in writing and we will add it and consider it as a permit, etc.

Maria

On Thu, Jun 22, 2023 at 1:30 PM Jessica Jaramillo <jjaramillo@thetownofcicero.com> wrote:

-----  
From: **Jessica Jaramillo** <jjaramillo@thetownofcicero.com>  
Date: Thu, Jun 22, 2023 at 4:36 PM  
To: Maria Arias <marias@thetownofcicero.com>

Yes, it looks like they are requesting permission to place a mural on McDonald's located at 2827 S. Cicero Avenue.

-----  
From: **Maria Arias** <marias@thetownofcicero.com>  
Date: Thu, Jun 22, 2023 at 6:02 PM  
To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>  
Cc: Jackie Melendez <jmelendez@thetownofcicero.com>

If it's for a mural, please send them a copy of the ordinance and inform them that murals are NOT allowed. If they still want to attend the town board meeting, they will have 3 minutes to address the board during citizen comments.

-----  
From: **Jessica Jaramillo** <jjaramillo@thetownofcicero.com>  
Date: Thu, Jun 22, 2023 at 7:09 PM  
To: Crystal Gomez [REDACTED]  
Cc: Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>

Thank you for your email, after further review of your request it has been deemed prohibited in accordance with the Town of Cicero Code of Ordinances under Chapter 6 subsection 6-118 paragraph B8. I have attached a copy for your review.

If you still wish to address the board concerning this matter, you may do so under Citizen Comments. You will be allotted 3 minutes to address the Board.

-----  
From: **Crystal Gomez** [REDACTED]  
Date: Fri, Jun 23, 2023 at 7:18 AM  
To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>  
Cc: Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>

Hi Jessica,

The sign is not painted, sketched or drawn on the wall. It is a vinyl layer that will be applied to the wall like a sticker and is temporary.

-----  
From: **Crystal Gomez** <crystalalexisg@gmail.com>  
Date: Fri, Jun 23, 2023 at 7:18 AM  
To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>  
Cc: Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>

Hi Jessica,

The sign is not painted, sketched or drawn on the wall. It is a vinyl layer that will be applied to the wall like a sticker and is temporary.

Please advise if you have any questions or concerns.

Best,

**Crystal Gomez**

Miami Permits LLC

C: [REDACTED]

E: [REDACTED]

**From:** Jessica Jaramillo <jjaramillo@thetownofcicero.com>  
**Date:** Thursday, June 22, 2023 at 8:09 PM  
**To:** Crystal Gomez <[REDACTED]>  
**Cc:** Robert White <rwhite@thetownofcicero.com>, MARIA PUNZO <marias@thetownofcicero.com>  
**Subject:** Re: REQUEST TIME SLOT - ART APPROVAL FROM BOARD

-----  
**From:** Maria Arias <marias@thetownofcicero.com>  
**Date:** Fri, Jun 23, 2023 at 1:48 PM  
**To:** Crystal Gomez <[REDACTED]>  
**Cc:** Craig Pesek <cpesek@thetownofcicero.com>, Dave Mavrinac <dmavrinac@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Robert White <rwhite@thetownofcicero.com>, Terry Higgins <thiggins@thetownofcicero.com>

Hello Crystal-thank you for reaching out to us. I would suggest that you follow-up with Mr. Craig Pesek and Mr. Dave Mavernac to further discuss your request. Please note that I have cc'd them on this email.

Good luck!

Maria



-----  
From: crystal gomez [REDACTED]  
Date: Fri, Jun 23, 2023 at 2:35 PM  
To: Maria Arias <marias@thetownofcicero.com>  
Cc: Craig Pesek <cpesek@thetownofcicero.com>, Dave Mavrinac <dmavrinac@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Robert White <rwhite@thetownofcicero.com>, Terry Higgins <thiggins@thetownofcicero.com>

Thank you Maria.

Hi Mr. Pesek and Mr. Mavernsc,

Hoping you can help me with the top below that we are requesting approval for.

Can you advise on anything that has been discussed?

Best,

**Crystal Gomez**  
Miami Permits LLC


C: [REDACTED]  
E: [REDACTED]  
Sent from my iPhone


On Jun 23, 2023, at 2:49 PM, Maria Arias <marias@thetownofcicero.com> wrote:

[Quoted text hidden]

---

**2 attachments**

 **2023 RYC Chicago Restaurant Design.pdf**  
1612K

 **Sec. 6\_118. \_\_\_Wall\_signs..docx**  
18K

---

**Crystal Gomez** [REDACTED] Mon, Jun 26, 2023 at 4:44 PM  
To: Maria Arias <marias@thetownofcicero.com>, Dave Mavrinac <dmavrinac@thetownofcicero.com>, Craig Pesek <cpesek@thetownofcicero.com>  
Cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Thank you for following up Maria, yes please advise what this falls under because although it is a vinyl it is still art.

[Quoted text hidden]

---

**Maria Arias** <marias@thetownofcicero.com> Mon, Jun 26, 2023 at 4:50 PM  
To: Crystal Gomez [REDACTED]  
Cc: Dave Mavrinac <dmavrinac@thetownofcicero.com>, Craig Pesek <cpesek@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Yes, please make sure to follow-up with Mr. Craig Pesek or Dave Mavrinac so that they can explain if this request would still be considered a mural, etc.

[Quoted text hidden]

**Crystal Gomez** <[REDACTED]>

Mon, Jun 26, 2023 at 4:57 PM

To: Maria Arias <marias@thetownofcicero.com>

Cc: Dave Mavrinac <dmavrinac@thetownofcicero.com>, Craig Pesek <cpesek@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Yes I haven't received a response back yet.

[Quoted text hidden]

**Crystal Gomez** <[REDACTED]>

Thu, Jul 6, 2023 at 2:14 PM

To: Maria Arias <marias@thetownofcicero.com>

Cc: Dave Mavrinac <dmavrinac@thetownofcicero.com>, Craig Pesek <cpesek@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Robert White <rwhite@thetownofcicero.com>

Hi Maria,

In regards to the boards comments, we would like to hire an off duty officer for the installation of the mural.

Can you please advise whom would be able to assist me with this?

[Quoted text hidden]

**Jessica Jaramillo** <jjaramillo@thetownofcicero.com>

Thu, Jul 6, 2023 at 3:54 PM

To: Crystal Gomez <[REDACTED]>

Cc: Maria Arias <marias@thetownofcicero.com>, Dave Mavrinac <dmavrinac@thetownofcicero.com>, Craig Pesek <cpesek@thetownofcicero.com>, Robert White <rwhite@thetownofcicero.com>

At the last board meeting, it was requested that a letter of request be submitted for Board review. We currently have a print out of the design and explanation of the event but it does not provide what is being requested. Please include your request for police security.

[Quoted text hidden]



# The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD

North and Central Illinois Division

Brian Peddie  
General

F. Bradford Bailey  
Commissioner  
Territorial Commander

Lonneal Richardson  
Lt. Colonel  
Divisional Commander

June 7, 2023

Ms. Maria Punzo-Arias  
Town Clerk  
Town of Cicero  
4949 W. Cermak Road  
Cicero, IL 60804

Dear Ms. Maria Punzo-Arias,

The world has many challenges. These challenges are: neighborhoods beset by violence and crime, families torn apart by addiction, children living with hunger, neglect or abuse, and people suffering from clinical depression, emotional and spiritual angst. These problems are the toughest of the tough, but The Salvation Army meets them head on, all year round.

We consider it an honor and a privilege to partner with community leaders like yourself to serve the most vulnerable in our neighborhoods.

We are requesting your community's approval to conduct our annual Red Kettle Campaign and our intent to seek permission from private property owners regarding collections of funds in front of their establishments.

RED KETTLE CAMPAIGN: Monday - Saturday, November 1st - December 24th 2023

Enclosed is a confirmation form. We ask that you take a few minutes to fill it out, specifying any requirements or notes you'd like us to acknowledge. Please scan and email this form back to us, keeping a copy for your records.

For any additional information, please feel free to call Sara Ruthberg at: [REDACTED] or email [sara.ruthberg@usc.salvationarmy.org](mailto:sara.ruthberg@usc.salvationarmy.org). We look forward to hearing from you. Thank you.

Sincerely,



Sara Ruthberg  
Red Kettle Campaign Manager



DOING THE MOST GOOD™

## CONFIRMATION FORM

*Please attach any additional information/requirements as needed*

**RED KETTLE CAMPAIGN: November 1<sup>st</sup> - December 24<sup>th</sup> 2023 (Monday-Saturday)**

Permission Granted: (Please circle one)      YES      NO

Reason Denied: \_\_\_\_\_

Village/Township Name: \_\_\_\_\_

Name & Title of Official: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Certificate of Insurance (COI) Required: (Please circle one) YES      NO

Specific Verbiage Required on COI: \_\_\_\_\_

Fee Required: (Please circle one)      YES [Amt: \$ \_\_\_\_\_]      NO

Additional Instructions/Requests: \_\_\_\_\_

*Please transmit completed form to: (Email) [sara.ruthberg@usc.salvationarmy.org](mailto:sara.ruthberg@usc.salvationarmy.org) or  
(Fax) Attn: Sara Ruthberg, Development Department 773.205.3675*

# CICERO BLOCK PARTY APPLICATION/PETITION

PREFERRED DATE FOR THE BLOCK PARTY: 08/05/2023 8.26.23  
 BACK UP DATES FOR THE BLOCK PARTY: \_\_\_\_\_  
 ORGANIZER'S NAME: Humberto Sampedro AGE: 47 (years old)  
 TELEPHONE NUMBER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 ENTERTAINMENT: (circle one) Band  DJ  RADIO

This application must be fully completed and submitted at least thirty days before the date of the block party to be considered. A non-refundable security and processing fee of \$250.00 (cash, certified check or money order) must be submitted to the Town of Cicero with this Application. Block parties shall only be permitted on Saturdays and Sundays between Memorial Day and Labor Day, inclusive. One block party will be permitted per block in any given year and a maximum of two block parties will be permitted on any single day. No block parties will be permitted on any state or national holiday.

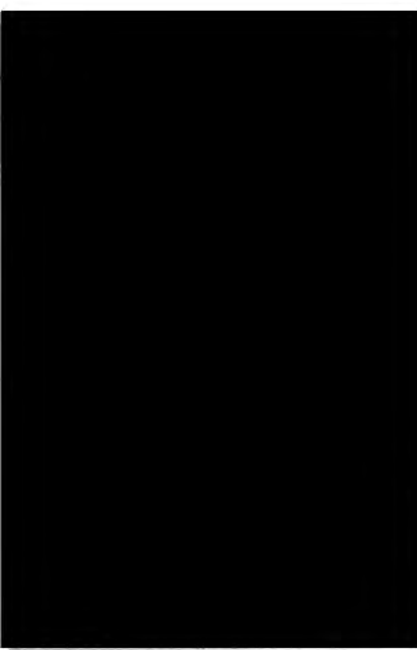
WE, THE RESIDENTS OF THE 5208 BLOCK OF 23<sup>rd</sup> ST REQUEST THE TOWN OF CICERO TO ISSUE A PERMIT TO HOLD A BLOCK PARTY ON 08/05/2023 FROM 12:00 P.M. (NOON) TO 7:00 P.M.  
 (75% of the households in the designated location must sign the petition stating that they would like to hold the block party on the above date; use additional forms if necessary.)

ADDRESS (list every address on the block in numerical order)	TELEPHONE NUMBER OF THE HOUSEHOLD	SIGNATURE OF ONE RESIDENT OF THE HOUSEHOLD	DO YOU WANT A BLOCK PARTY ON THE ABOVE DATE? (Mark yes, no, not home or vacant house)
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>Vacant</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>
[REDACTED]	[REDACTED]	[REDACTED]	<u>yes</u>

I agree to remain at the block party for the duration of the block party and will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and orders. I understand that I must clean up and restore all public property to the condition that it was in prior to the block party, and return all Town-owned barricades and/or signs to the Town when due. I acknowledge and understand that if I fail to comply with the foregoing or if any attendee of the block party receives a ticket in connection with acts or omissions undertaken at the block party, then I will be ineligible to apply for a block party permit during the next calendar year.

Organizer's Signature: \_\_\_\_\_ Date: 07-05-2023







**Block Party Recommendation: 5200 S. 23rd St. for August 26**

messages

**Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Wed, Jul 5, 2023 at 5:26 PM


o: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>  
c: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>

Good afternoon Superintendent Boyle,

Can you please provide a recommendation for the block party petition above.

Thank you,  
Lupita

--  
Lupita Diaz Donato  
Town of Cicero  
Clerk's Office  
(708) 656-3600 Ext. 272

 **BlockPartyPermit\_5200\_S\_23St\_7.11.23.pdf**  
1055K

**tboyle@thetownofcicero.com** <tboyle@thetownofcicero.com>

Wed, Jul 5, 2023 at 6:25 PM

o: Lupita Diaz-Donato <ldonato@thetownofcicero.com>

No objections

Sent from my iPhone

On Jul 5, 2023, at 5:26 PM, Lupita Diaz-Donato <ldonato@thetownofcicero.com> wrote:

[Quoted text hidden]  
<BlockPartyPermit\_5200\_S\_23St\_7.11.23.pdf>

**Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Thu, Jul 6, 2023 at 10:25 AM

o: tboyle@thetownofcicero.com

Thank you!  
[Quoted text hidden]



# CICERO BLOCK PARTY APPLICATION/PETITION

PREFERRED DATE FOR THE BLOCK PARTY: Sunday September 3rd  
 BACKUP DATES FOR THE BLOCK PARTY: Saturday September 2nd  
 ORGANIZER'S NAME: Jessica Marshall AGE: 29 (must be at least 21 years old)  
 TELEPHONE NUMBER: [REDACTED] ADDRESS: [REDACTED]  
 ENTERTAINMENT: (circle one) Band DJ RADIO

This application must be fully completed and submitted at least thirty days before the date of the block party to be considered. A non-refundable security and processing fee of \$250.00 (cash, certified check or money order) must be submitted to the Town of Cicero with this Application. Block parties shall only be permitted on Saturdays and Sundays between Memorial Day and Labor Day, inclusive. One block party will be permitted per block in any given year and a maximum of two block parties will be permitted on any single day. No block parties will be permitted on any state or national holiday.

WE, THE RESIDENTS OF THE 320th BLOCK OF 53rd REQUEST THE  
 TOWN OF CICERO TO ISSUE A PERMIT TO HOLD A BLOCK PARTY ON Sep 3rd  
 FROM 12:00 P.M. (NOON) TO 7:00 P.M.

(75% of the households in the designated location must sign the petition stating that they would like to hold the block party on the above date; use additional forms if necessary.)

ADDRESS (list every address on the block in numerical order)	TELEPHONE NUMBER OF THE HOUSEHOLD	SIGNATURE OF ONE RESIDENT OF THE HOUSEHOLD	DO YOU WANT A BLOCK PARTY ON THE ABOVE DATE? (Mark yes, no, not home or vacant house)
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes
[REDACTED]	[REDACTED]	[REDACTED]	yes

I, the abovementioned organizer, agree to remain at the block party for the duration of the block party and will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and orders. I understand that I must clean up and restore all public property to the condition that it was in prior to the block party, and return all Town-owned barricades and/or signs to the Town when due. I acknowledge and understand that if I fail to comply with the foregoing or if any attendee of the block party receives a ticket in connection with acts or omissions undertaken at the block party, then I will be ineligible to apply for a block party permit during the next calendar year.

Organizer's Signature: [REDACTED] Date: 07/16/2023



Town of Cicero  
4949 West Cermak Road  
Cicero, IL 60804  
(708)656-3600

7/06/2023  
18:56:45

Receipt: 012658724  
Cashier: LDON

Received From: JESSICA HARRELL

BLOCK PARTY PERMIT 250.00  
100-11-41040  
JESSICA HARRELL  
BLOCK 3200 53RD AVE

Receipt Total . :	250.00
Amount Tendered :	250.00
Change . . . . :	.00

Payment Received: Cash : 250.00



# THE TOWN OF CICERO

## Revenue Summary

Date: Thu Jun 1 2023 to Fri Jun 30 2023

<b>Transaction Summary</b>		
<b>Revenue Code</b>	<b>Total Number Sold</b>	<b>Amount</b>
TKT	4759	\$233,180
VT	17184	\$868,710
Pet License	30	\$
Misc	280	\$14,045
Business License Fees	817	\$437,569.04
EL Parking Permit	26	\$1,645
Gas Tax	31	\$154,114.51
Cigarette Tax	2	\$7,200
Parking Lot Tax	1	\$180
ADMISSION TAX	1	\$17,716.17
CIRCUIT COURT CLERK	7	\$14,540.07
SETTLEMENT OF SUITS	5	\$2,328
DAMAGE TO TOWN PROPERTY	4	\$14,808.91
NEWSLETTER ADVERTISEMENTS	1	\$300
RENTAL INCOME	1	\$5,660.5
RTA METRA LOT FEES	1	\$176.09
STATE GRANTS	1	\$2,840.52
MUNI UTILITY ELECT TAX	1	\$105,180.68
Special Events	3	\$2,100
Misc	4	\$560
HV	45	\$29,125
AO	169	\$21,175
Dumpster Permit	20	\$475
Building Fee	419	\$38,037
Fine	6	\$1,400
Occ Fee	9	\$944
Plumbing Inspection	27	\$6,600

Plan Review Fee	19	\$11,590
Court Recording Fee	5	\$309.25
Compliance	1	\$250
Electrical Permits	70	\$11,228
Sign Inspection	146	\$18,707
Vacant Building Registration	7	\$1,400
2007 Bond Escrow R.E. Taxes	1	\$700
Zoning Fee's	6	\$2,700
NSF Fee's	2	\$340
Flea/Farmers Market	11	\$1,410
Credit Card Surcharge Fee	5544	\$11,450.7
additional compliance inspection fee	24	\$1,200
Transfer Stamps	72	\$192,029
Escrow	48	\$
Escrow Processing Fee	47	\$4,700
Dog Park Permit	2	\$20
Compliance	57	\$6,775
Business License Application	11	\$1,375
AO Reopening Fee	10	\$1,650
Reserved Handicap Parking	75	\$4,730
Municipal Parking Lot Permit	27	\$3,945
		<b>Total Sales: \$2,257,119.44</b>

Town of Cicero IL \*\*\*LIVE\*\*\*  
 DATE 7/10/23  
 TIME 12:14:30

REVENUE ACCOUNTING  
 TRANSACTION JOURNAL

REVENUE CODE	APPLICATION	BANK ACCOUNT	TRANS AMOUNT	TRANS COUNT
UT Utility Billing	UT Utility Pay	AP Acc Pay	2150,528.85	6,955
002 GAS/FUEL TAX	GEMS		154,114.51	31
004 CIGARETTE TAX	GEMS		7,200.00	2
102 VEHICLE TAGS	GEMS		747,425.00	15,068
105 BUSINESS LICENSE	GEMS		425,519.00	790
106 APPLICATN FEE-NO REFUND	GEMS		1,075.00	11
109 PET LICENSE	GEMS		.00	28
111 "EL" PARKING PERMITS	GEMS		1,645.00	26
112 FLEA MARKET LICENSE	GEMS		1,410.00	11
122 BLDGM PARTY PERMIT	AP Acc Pay		1,750.00	9
126 CREDIT CARD SURCHARGE-DONT USE GEMS	GEMS		10,049.87	4,830
133 RESERVED HANDICAP PARKING	GEMS		4,510.00	72
134 PUSH TAX	GEMS		17,079.98	11
201 ELECTRICAL PERMITS	GEMS		11,228.00	70
202 SIGN INSPECTION	GEMS		18,707.00	146
204 BUILDING PERMITS	GEMS		40,381.00	434
205 PLUMBING PERMITS	GEMS		6,600.00	27
207 VACANT BLDG REGISTRATION	GEMS		1,400.00	7
210 DOG PARK PERMITS	GEMS		20.00	2
212 Municipal Parking Lot Fee	GEMS		3,825.00	25
301 REAL ESTATE TRANSFER TAX	GEMS		192,029.00	72
305 DENTAL FEES	AP Acc Pay		5,539.31	11
309 AG REOPENING FEE	GEMS		1,550.00	10
402 PARKING VIOLATIONS	GEMS		199,205.00	4,087
404 ADMINISTRATIVE TICKETS	GEMS		21,175.00	142
501 CERTIFICATE OF COMPLIANCE	GEMS		8,225.00	82



INTERFACING  
 REVENUE CODE APPLICATION BANK ACCOUNT TRANS. AMOUNT TRANS. COUNT

REVENUE CODE	APPLICATION	BANK ACCOUNT	TRANS. AMOUNT	TRANS. COUNT
601 PARKING LOT TAX	GEMS		120.00	1
651 FOOD SERVICE PERMIT/INSP FEES	GEMS	AP Acc Pay	15,425.00	13
666 SPECIAL EVENTS SPONSORSHIPS	GEMS		2,100.00	3
672 TOWING & STORAGE FEES	GEMS	AP Acc Pay	129,395.00	12
701 MUNICIPAL ADMISSION TAX	GEMS		17,715.17	1
728 2007 BOND ESCROW ANALSAMATED	GEMS		700.00	1
742 CIRCUIT COURT CLERK	GEMS		14,540.07	7
832 MUNI UTILITY ELECT TAX	GEMS		105,180.68	1
906 REGISTRAR'S REPORTS	GEMS	AP Acc Pay	82.00	2
907 ZONING FEES	GEMS		2,730.00	6
908 SETTLEMENT OF SUITS	GEMS		2,637.25	10
912 DAMAGE TO TOWN PROPERTY	GEMS		14,908.91	4
930 COLL MISC RECEIPTS	GEMS		12,575.00	245
938 NEWSLETTER ADVERTISEMENTS	GEMS		300.00	1
948 PLAN REVIEW FEE	GEMS		11,590.00	19
955 RENTAL INCOME	GEMS		5,650.50	1
961 RTA METRA LOT FEES	GEMS		176.09	1
964 STATE GRANTS	GEMS		2,840.52	1
981 HOUSING COURT JUDGEMENTS	GEMS		29,125.00	45
983 NET MEDICAL SUPPLIES	GEMS	AP Acc Pay	17,754.34	10
984 PASSPORT FEES	GEMS	AP Acc Pay	3,920.00	113
991 DUMPER FEES	GEMS		475.00	20
996 BUILDING CODE DEPOSITS-ESCROW	GEMS		4,700.00	95
998 NSF FEES - ALL OTHERS	GEMS		370.00	3
SURC Credit Card Surcharge				
		AP Acc Pay	11,238.98	2,407
1000 WATER LINE PERMIT				
		AP Acc Pay	6,650.00	4

TOTALS: 4,444,482.04 36,002





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A PRINTER FOR VARIOUS DEPARTMENTS 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 Department of Special Events, the Department of Town Project Management, the Public Relations Department, and the Town President’s Office (collectively, the “Departments”) provide various services to residents of the Town; and

WHEREAS, to maximize efficiency, improve organization, and improve the quality of recordkeeping, the Departments are in need of a new printer specifically, one (1) PrimeLink C9065 with Business Ready Finisher (the “Equipment”); and

WHEREAS, Xerox Financial Services, LLC (“Xerox”) provided the Town with a quote for the lease of the Equipment for a period of sixty (60) months (the “Quote”); and

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

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

WHEREAS, through the adoption of this Ordinance, a majority of the Town Board hereby waives all bidding requirements applicable to the lease of the Equipment; 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 Departments and the health, safety, and welfare of the residents of the Town to purchase the Equipment; 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 lease the Equipment in accordance with the terms of the Quote;

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 lease of the Equipment in accordance with the terms of the Quote, to waive any bidding requirements applicable to said purchase, 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 lease of the Equipment from Xerox in accordance with the terms of the Quote and waives any bidding requirement applicable to said purchase. The Town further authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Town 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. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the purchase of the Equipment contemplated by this Ordinance are hereby authorized, approved, and ratified by this reference.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

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

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
**LARRY DOMINICK**  
**PRESIDENT**

**ATTEST:**

\_\_\_\_\_  
**MARIA PUNZO-ARIAS**  
**TOWN CLERK**

**EXHIBIT A**





# Cicero Town Hall

4949 W. CERMAK ROAD • CICERO, ILLINOIS 60804  
(708) 656-3600 Ext. 383 & 740 • FAX (708) 222-4532

**Larry Dominick**  
Town President

Honorable President Dominick, Madam Clerk and Town Trustees,

We have reviewed and approved the quote including the 5-year contract with Xerox.

We acknowledge that we will separate the base costs equally and each department will be responsible individually for any overages obligated by the department.

If you have any further questions, please feel free to contact my department.

Respectfully,

[Redacted Signature]

Special Events:

[Redacted Signature]

Project Management:

[Redacted Signature]

Ray Hanania

[Redacted Signature]

Pre  
Jose Luis Alvarez

# Cost Per Image Agreement



Supplier Name-Address:						
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851				Agreement Number: 258540		
CUSTOMER INFORMATION						
CUSTOMER	Full Legal Name: Cicer, Town of				Phone: (708) 656-3600	
	Billing Address: 4949 W. Cermak Rd.			Contact Name:		
	City: Cicero	State: IL	Zip Code: 60804	Contact Email:		
EQUIPMENT	QTY	MODEL and DESCRIPTION	MONTHLY IMAGE ALLOWANCE*		EXCESS IMAGE CHARGE**	
			B&W	COLOR	B&W	COLOR
	1	PrimeLink C9065 w/ Business Ready Finisher	1000	1000	.005	.05
Meter Billing Frequency (Monthly unless checked): <input checked="" type="checkbox"/> (Other) Quarterly			* Included in Base Payment		** Plus applicable taxes	
TERMS						
Initial Term: 60 (in months)		BASE PAYMENT - (Monthly frequency unless otherwise noted)		Equipment Location (if different from Billing Address):		
		Base Payment (plus applicable taxes): 696.62				
		Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually				
CUSTOMER ACCEPTANCE						
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.						
Authorized Signer X:			Date:	Federal Tax ID # (Required):		
Print Name:			Title:			
OWNER ACCEPTANCE						
Accepted By: Xerox Financial Services LLC		Name and Title:		Date:		

**TERMS & CONDITIONS**

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment.

**2. Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

**3. Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any licenses and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

**4. Non-Cancellable Agreement.** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

**5. End of Agreement Options.** If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

**6. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

**7. Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical location without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

**8. Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment therefor and you agree to pay such increased amounts.

**9. Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined on the first page hereof in order to secure your performance hereunder. XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

**10. Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

**11. Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment for jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all such personal property taxes. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

**12. Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

**13. Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

**14. Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

**15. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

**16. Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

**17. Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

**18. Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

**19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

**20. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

## Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
- A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or
  - A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or
  - A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement; (c) relocation; (d) software or connected hardware; (e) hard drive replacement; (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

**XBS Midwest**  
**SALES AND SERVICE AGREEMENT**

<b>BILL TO</b>	<b>SHIP TO *</b>
CUSTOMER NAME Town of Cicero	CUSTOMER NAME Same
4949 W. Cermak Rd.	
Cicero, IL. 60804	

Rosa Raygoza			
BILL TO EMAIL rraygoza@thetownofcicero.com	BILL TO FAX #	SHIP TO EMAIL	SHIP TO FAX #

**TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE** \* IF MORE THAN ONE "SHIP TO" LOCATION, SEE PRODUCT SCHEDULES

Alex Nelli CUSTOMER PURCHASE ORDER NUMBER CONTRACT  NEW  ADD  REPLACE

QTY	MODEL/PRODUCT#	LOCATION	DESCRIPTION	TOTAL PRICE
1	C9065	Rosa Raygoza	PrimeLink C9065 w/Office Finisher	

<input type="checkbox"/> See Product Schedules	<input type="checkbox"/> SEE TRADE-IN EQUIPMENT/ LEASE RETURN FORM	<b>SUBTOTAL</b>	\$0.00
		<b>SPECIAL SERVICES FEES</b>	\$0.00
		<b>OTHER ADJUSTMENTS</b>	\$0.00
		<b>CASH AMOUNT</b>	\$0.00
		<b>Total Monthly Payment</b>	

<b>CONTRACT TYPE</b>		<b>EFFECTIVE DATES</b>		<b>TRANSACTION TYPE</b>	
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	Term in Months: 60	Actual start date based on delivery or lease commencement		
<input checked="" type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	Proposed Start Date:			

<b>CONTRACT TERMS:</b>	<b>NOTES</b>
<input checked="" type="checkbox"/> All parts, labor, drums and supplies; excluding paper and staples <input type="checkbox"/> All parts and labor; including drums; excluding supplies, paper and staples <input type="checkbox"/> Includes other (indicate)	

MODEL/ POOL #	INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	CHARGES INCLUDED IN LEASE PAYMENT		
							MONTHLY PAYMENT	BILLING FREQUENCY BASE	BILLING FREQUENCY OVERAGE
C9065	1000	0.005	1000	0.05	N/A	N/A	In Lease	SELECT FREQ	SELECT FREQ

<b>TECHNOLOGY CONTACT PERSON</b> Jose Orozco	<b>TECH APP PHONE #</b> 708-656-3600	<b>PRIMARY METER CONTACT</b> METER CONTACT PERSON Rosa Raygoza	<b>METER PHONE #</b> 708-656-3600
<b>TECH EMAIL</b> jorozco@thetownofcicero.com		<b>METER EMAIL</b> rraygoza@thetownofcicero.com	<b>METER FAX #</b>

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment.  
 Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

QTY	MODEL/PRODUCT#	SOFTWARE & DESCRIPTION	TOTAL PRICE
1	C9065		

**Customer Acceptance**

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_

SIGNER'S NAME (printed): PATRICIA SALEKNO

TITLE: DIRECTOR OF SPECIAL EVENTS

DATE: 11/27/23

Sales: Alex Nelli

DATE: \_\_\_\_\_

## Sales and Service Terms and Conditions

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.
13. **INTELLECTUAL PROPERTY.**
- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of \_\_\_\_\_ (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.



## NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of \_\_\_\_\_, to that certain Agreement # 258540  
("Agreement") between Cicero, Town Of, ("Customer") and  
**Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the  
meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,  
the parties agree to amend the Agreement as follows:

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon  
approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any  
forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally  
available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement  
effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due  
diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days  
before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to  
such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any  
Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall  
promptly return the Equipment as set forth in the return provisions of this Agreement.

### ACKNOWLEDGED AND ACCEPTED:

Customer: Cicero, Town Of

Authorized Signor

Name/Title:

Date:

**Xerox Financial Services LLC**

Accepted by: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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





# Customer Authorization - Page 2

## Terms and Conditions for Equipment Removal, Disposal, Freight Return and Buyout Expectations

### Dispose of Equipment

For each asset with disposition indicated for disposal, the customer understands that once removed, equipment will become the property of LRI LLC DBA Laser Resources (LRI). Equipment may be disposed of or otherwise utilized at the discretion of LRI. It is the responsibility of the customer to ensure that equipment is not on lease or otherwise owned by another party. LRI will access available records of any active leases that were arranged through an LRI lender relationship. The customer understands that LRI is not the lender, and does not take responsibility for any obligations the customer may have to verify ownership by a 3rd party.

### Freight Return Authorization and Responsibilities

For each asset and with disposition as indicated, either the customer or LRI will assume responsibility for return to the lender. For assets indicated for return by the customer, the customer will be responsible for return and all expenses associated. For assets indicated for return by LRI, the customer agrees this will be returned to their current leasing company. The customer takes responsibility for providing return instructions, verifying lender requirements for return, and is responsible for condition of equipment and/or damage due to loss during shipping. The customer is responsible to ensure that equipment is in workable condition when removed and will assume responsibility for any lender fees associated for missing or damaged items. The customer also understands that all claims regarding the shipment will be the customer's responsibility. In the case that damage is inflicted by LRI, such damage will be documented and covered by LRI. LRI will not document or inspect for damages that may have occurred prior to pick-up or after removal from the LRI facility, or damages that are not obviously visible.

### Return Instructions

The customer will be responsible for obtaining return authorization and instructions for all 3rd party leases, and will provide these to LRI in a timely manner. The customer understands that any additional balance owed to their lender for rent before return is the responsibility of the customer. LRI will obtain return instructions only for equipment leased through an LRI lender relationship.

### Payment Terms

#### Cash back to customer:

For instances where the customer will receive payment as cash back for existing equipment, the customer will be responsible for termination notification to their leasing company and for verification of lender requirements. Payment will be issued to the customer upon completion of new equipment delivery and installation, and upon booking and funding of the new lease.

#### LRI to pay toward 3rd party lease:

For instances where LRI will be paying off or paying toward a 3rd party lease, the lease will be paid in full or up to the amount as indicated, but not to exceed the current payoff balance. The customer will be responsible for termination notification to the leasing company and for verifying and meeting their lender requirements. Payment will be issued to the 3rd party lender upon complete equipment delivery and installation, and upon booking and funding of the new lease. The customer is responsible for providing all rent to information for the 3rd party lease, including full address and account number.

#### LRI to pay toward customer's lease arranged through LRI:

For instances where LRI will be paying off or paying toward a lease that was originally arranged through LRI, the lease will be paid in full or up to the amount as indicated, but not to exceed the current payoff balance. The customer will be responsible for termination notification to the leasing company and for verifying and meeting lender requirements. The customer will also be responsible for any additional financial obligations that may incur if they did not meet the termination notification requirements of the lender. Payment will be issued to the lender upon complete equipment delivery and installation, and upon booking and funding of the new lease.

X Thomas J. Green  
Business Name

X

  
Initial

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION SUPPORTING THE TOWN PRESIDENT'S PROCLAMATION DECLARING A DISASTER RELATED TO RECENT STORMS IN 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 health and safety of individuals working in, visiting and residing in the Town; and

WHEREAS, on July 2, 2023, there were severe storms (the "Storms") that caused flooding and extensive damage to public and private property, streets, and utility systems within the Town; and

WHEREAS, the USGS Rain Gauge (Cicero Laramie Pumping Station) measured the rainfall volume in Cicero to be 8.47 inches (0.86 Billion Gallons) within a 24 hour time period; and

WHEREAS, to mitigate the aftermath of the Storms, the Town and its residents are forced to incur and expend unforeseen costs which are estimated to be in excess of \$89.2 million; and

WHEREAS, pursuant to Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11) (the “Act”), a local disaster may be declared by the principal executive officer of a political subdivision; and

WHEREAS, the Town adopted a revised Town of Cicero Emergency Operations Plan (the “Plan”) that, among other things, requires the President to ensure that disaster response and recovery operations are effective; and

WHEREAS, the Town has adopted and revised Article II of Chapter 34 of The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”); and

WHEREAS, in accordance with the provisions of the Act, the Plan, and the Town Code, to preserve the health, safety, morals, and welfare of the public and to protect private and public property, the Town President declared that a disaster occurred in the Town on July 2, 2023, the effects of which are estimated to continue for an unforeseeable number of days into the future (the “Proclamation”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities urge Cook County and the State of Illinois to declare a state of disaster as a result of the Storms so that the residents of the Town can receive the assistance and support necessary for recovery during this time; and

WHEREAS, the Town Board hereby supports and affirms the Proclamation, and authorizes the Town President and his designees to take all necessary action in

accordance with the Proclamation, the Town Code, and the Plan, and urges Cook County and the State of Illinois to declare a state of disaster as a result of the Storms; 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 support and affirm the Proclamation, and to authorize the Town President and his designees to take all necessary action in accordance with the Proclamation, the Town Code, and the Plan, and to urge Cook County and the State of Illinois to declare a state of disaster as a result of the Storms.

**ARTICLE II.  
SUPPORT FOR THE PROCLAMATION**

**Section 3.0 Support; Authorization.**

That the Town Board supports and affirms the Proclamation, and authorizes the Town President and his designees to take all necessary action in accordance with the Proclamation, the Town Code, and the Plan, and urges Cook County and the State of Illinois to declare a state of disaster as a result of the Storms.

**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:

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

**APPROVED** by the President on \_\_\_\_\_, 2023

---

LARRY DOMINICK  
PRESIDENT

**ATTEST:**

---

MARIA PUNZO-ARIAS  
TOWN CLERK

**EXHIBIT A**



3 July 2023

## **PROCLAMATION**

WHEREAS, the Town of Cicero (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 and the Board of Trustees of the Town are committed to protecting the health and safety of individuals working in, visiting and residing in the Town; and

WHEREAS, on July 2, 2023, there were severe storms (the “Storms”) that caused flooding and extensive damage to public and private property, streets and utility systems within the Town; and

WHEREAS, the USGS Rain Gauge (Cicero Laramie Pumping Station) measured the rainfall volume in Cicero to be 8.47 inches (0.86 Billion Gallons) within a 24 hour time period; and

WHEREAS, to mitigate the aftermath of the Storms, the Town and its residents are forced to incur and expend unforeseen costs which are estimated to be in excess of \$89.2 million; and

WHEREAS, pursuant to Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11) (the “Act”), a local disaster may be declared by the principal executive officer of a political subdivision; and

WHEREAS, the Town adopted a revised Town of Cicero Emergency Operations Plan (the “Plan”) that, among other things, requires the President to ensure that disaster response and recovery operations are effective; and

WHEREAS, the Town has adopted and revised Article II of Chapter 34 of The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”); and

WHEREAS, Chapter 34, Section 34-27 of the Town Code provides that the coordinator of the Town’s Emergency Services and Disaster Agency (“ESDA”) shall have direct responsibility for the organization, administration, training and operation of ESDA, subject to the direction and control of the Town President; and

WHEREAS, in accordance with the provisions of the Act, the Plan and the Town Code, to preserve the health, safety, morals and welfare of the public and to protect private and public property, I hereby declare that a disaster occurred in the Town on July 2, 2023, the effects of which are estimated to continue for an unforeseeable number of days into the future; and

WHEREAS, this proclamation shall activate the Plan and shall authorize the Town to request, apply for and accept aid and assistance necessary to carry out the Plan and assist the Town and its residents with the costs incurred as a result of the Storms; and

NOW, THEREFORE, based on the foregoing, I, Larry Dominick, President of the Town, do hereby proclaim that a disaster, as defined in the Act, occurred in the Town on July 2, 2023, as a result of the Storms and are expected to be felt for an unforeseeable number of days into the future.

A large black rectangular redaction box covers the signature area of the document.

Larry Dominick  
Town President

Dated: 03 July 2023

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH WALKER CONSULTANTS REGARDING TOWN HALL COMPLEX REPAIRS 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 facilitating the access of Town residents and visitors to the Town’s municipal complex and increasing available parking for Town employees and residents; and

WHEREAS, the parking structure located within the Town’s municipal complex offers necessary parking to Town residents and employees and houses certain Town vehicles; and

WHEREAS, this parking structure is in need of emergency repairs (the “Project”);  
and

WHEREAS, the Project includes, without limitation, engineering services related to preparing Project documents and site inspections; 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, Walker Consultants (“Walker”) 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 Walker 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 waive any bidding requirements associated with the engagement of Walker for the Services, 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. To the extent that the engagement of Walker for the Services as set forth in 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.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK



**EXHIBIT A**

## MEMO

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

**Attn:** President & Board of Trustees

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

**CC:** Maria Punzo-Arias, Craig Pesek, Project Manager, Jim Wood, Maintenance Director,  
Mike Del Galdo, Town Attorney, #23299

**Date:** 7/3/2023

**Re:** Town Municipal Complex – Parking Garage Emergency Repairs

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President & Board of Trustees:

The Town Municipal Complex parking garage upper deck suffered a failure on Monday 6/26/23 with a 6FT x 3FT section of the prefabricated deck collapsing. The deck structure has been inspected by Walker Consultants (Parking Deck Structural Engineer) with this failed parking deck area secured and the parking garage partially re-opened for use.

To initiate the repair of the deck structural engineering plans and specifications will be required to be prepared to solicit bids. Therefore, I have attached a copy of the proposed Professional Services Agreement, as submitted by Walker Consultants, for your review and approval, to provide design, bid documents, evaluation of bids, construction observation, and contract management for the successful completion of this repair project as well as other areas that may require structural repairs. The total estimated net cost for the Professional Services to be rendered is \$29,800.00.

Town Staff recommends that the proposed Professional Services Agreement with Walker Consultants is approved to expedite the bidding process and the completion of the necessary parking deck repairs.

If this Professional Services Agreement meets your approval, please execute two (2) copies of the agreement as indicated.

Please contact me if you should need any additional information regarding this proposed project.

Thank you,



Tim Geary, PE  
Town Engineer



2895 Greenspoint Parkway, Suite 600  
Hoffman Estates, IL 60169  
847.697.2640

June 29, 2023

Mr. James Wood  
Director of Maintenance  
**Town of Cicero**  
4937 West 25<sup>th</sup> Street  
Cicero, IL 60804

Re: *Proposal for Immediate Repair Construction Document Preparation  
and Engineering Services During Construction  
Town of Cicero Parking Structure  
Cicero, Illinois*

Dear Mr. Wood:

Walker Consultants, Inc., a Michigan corporation, d/b/a Walker Consultants Engineering, Inc. (Walker) is pleased to submit this proposal for professional engineering services to develop Immediate Repair Construction Documents and provide Engineering Services During Construction for the Town of Cicero Parking Structure located at 2301 S 50<sup>th</sup> Avenue in Cicero, Illinois.

Walker Consultants has a staff of more than 100 engineers and technicians nationwide that specializes in the evaluation and restoration of parking structures, plazas, stadiums, building façades, and specialty concrete structures. Major services provided to our clients include condition assessments, structure evaluations, building code compliance review, lifecycle cost analyses, repair design, and construction administration services. We pride ourselves in having provided clients with creative and practical solutions on thousands of restoration projects. Our proven commitment to meeting clients' needs has resulted in over 85% of our work being received from repeat clients. We look forward to this opportunity of working with the Town of Cicero again.

## Project Background

Earlier this week, a section of a precast double tee flange on the top-level failed and dropped onto the level below. Walker recommended closing off the top level and the area below on the third level to pedestrian and vehicular traffic until immediate repairs could be completed.

In June 2022, Walker performed a condition assessment of the parking structure and issued a report of our findings. Our assessment identified several double tee flanges exhibiting negative moment cracking over double tee stems and recommended repairs be completed within the next six months following the issuance of our report. This proposal is for the immediate repairs for the failed section of the double tee flange and to strengthen

other double tee flanges exhibiting negative moment cracking. Please note that the number of repair locations may have increased since our last condition assessment was performed.

## Scope of Services

The following is our proposed scope of work:

### Task I – Immediate Repair Construction Document Preparation and Engineering Services During Construction (Up to 8 Part-Time Site Visits)

#### Immediate Repair Construction Document Preparation (Up To 2 Site Visits)

1. Conduct a visual walk-through review to document the extent of double tees exhibiting negative moment cracking and note other immediate repairs. (1 site visit)
2. Prepare Construction Documents to implement immediate repair recommendations. We have limited our construction documents to immediate repairs which consist of strengthening double tee flanges exhibiting negative moment cracks, partial depth tee flange repairs, full depth tee flange repairs, and isolated shear connector repairs. Should other conditions exist outside of this proposed scope and require additional services, we will notify you.
3. The Construction Documents will consist of drawings, details, and technical specifications. This set of drawings will contain a General Notes sheet that will list the required material specifications, plan view sheets, section cuts, and restoration detail sheets, as required, for the repairs listed above. The technical specifications will provide detailed information on each of the work items and materials to be used in the repairs. The Construction Specifications will be in CSI format, modified to meet the project needs. Drawings will be in AutoCAD format.
4. Prepare Instructions to Bidders and a set of General Conditions that include site-specific instructions and special requirements with respect to minimizing disruption to the parking area.
5. Progress drawing sets will be submitted to you for review at 95% completion of the work.
6. Incorporate your comments into the construction documents.
7. Provide a list of qualified repair contractors to bid on the repairs.
8. Conduct a pre-bid conference to answer questions by the contractors and review the limitations and extent of work required by the repair documents. Issue addendum to the construction documents, as needed. (1 site visit)
9. Assist in the evaluation of the bids, develop a bid tabulation sheet to summarize received bids, and produce a letter summarizing the bids.

#### Engineering Services During Construction (Up To 8 Site Visits)

1. Conduct a preconstruction conference at the site to review each work item, quality control, and phasing of the repair work to be performed with the selected Contractor. (1 site visit)
2. Review shop drawings, submittals, test results, and material sample submittals as applicable for general conformance with the intent of the design documents.



3. Review and approve (if appropriate) pay requests, change orders, and materials testing reports submitted by the Contractor and testing agency.
4. Perform part-time on-site construction observation (site visits) of repair work and furnish a field report to the Owner for each site visit performed. We anticipate that the repairs can be completed within a four to six-week construction period and have included up to six (6) site visits to observe the repairs.
5. Participate in bi-weekly project progress meetings via conference call or in person when coordinated with a site visit, as needed.
6. Coordinate with the Owner and Contractor during repair work to help resolve technical or design issues that may arise during the construction related to the scope of work.
7. Perform a punch-list walkthrough and prepare a document outlining visible items requiring correction at Substantial Completion of the project. (1 site visit)

If additional site visits are requested, Walker can perform those site visits as additional services on a time plus expense basis.

## Limitations

As stated in the above Scope of Services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

## Americans with Disabilities Act

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

## Professional Fee

We propose to provide the professional services described above for a lump sum fee including expenses as summarized below. The contract terms shall be in accordance with the attached General Conditions of Agreement.

Phase	Proposed Fee
Task I – Immediate Repair Construction Document Preparation and Engineering Services During Construction, up to 10 Part-Time Site Visits (Lump Sum)	\$ 29,800

Walker is dedicated to providing our clients with engineering services that meet project requirements. To meet this goal, we are available to review this proposal with you at your convenience and adapt the work scope as deemed necessary.

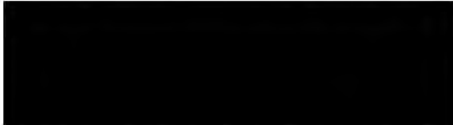


Proposal for Immediate Repair Construction Document  
Preparation and Engineering Services During Construction  
Town of Cicero Parking Structure  
Prepared for Town of Cicero  
June 29, 2023

We appreciate this opportunity to present our services to you and hope we may hear favorably from you.

Respectfully submitted,

Walker Consultants, Inc., a Michigan corporation,  
d/b/a Walker Consultants Engineering, Inc.



Daniel E. Moser, S.E., P.E., PTI Fellow  
Vice President/Director of Forensics, Restoration  
and Building Services

JSM:DEM:cgm

Enclosures General Conditions of Agreement for Restoration



John S. Morgan, III  
Restoration Consultant



## Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

Town of Cicero

Parking Structure Immediate Repair Construction Document Preparation and  
Engineering Services During Construction

Accepted by (Signature) \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## General Conditions of Agreement for Restoration Services

### Services

Walker Consultants, Inc., a Michigan corporation, d/b/a Walker Consultants Engineering, Inc. (Walker) will provide the Client professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the Client, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the Client.

### Payment for Services

#### Monthly Invoices

Walker will submit monthly invoices based on work completed. Payment is due upon receipt of invoice.

If for any reason the Client does not deliver payment to Walker within thirty (30) days of date of invoice, the Client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

#### Payment Method

Walker's preferred method of payment is ACH. All payments should be made electronically to:

Truist Bank  
ABA Routing Number 021052053  
Credit to the account of - Walker Consultants  
Account Number [REDACTED]

### Ownership of Documents

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at Client's sole risk.

### Standard of Care

Walker will perform the services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker's liability to Client and all persons providing work or materials to this project as a result of acts, errors, or omissions of Walker shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the Client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent





uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

### Non-Solicitation Clause

The Client agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of Client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and Client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with Client within such two-year period, in addition to all other rights and remedies available to Walker.

### Consequential Damages

The Client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

### Period of Service

Services shall be complete the earlier of (1) the date when final documents are accepted by the Client or (2) thirty (30) days after final documents are delivered to the Client.

### Proprietary Information

The information contained in this proposal is confidential, privileged, and only for the Client and may not be shared, published, or redistributed without prior written permission from Walker Consultants.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH FRANK NOVOTNY & ASSOCIATES, INC. REGARDING A LEAD SERVICE LINE INVENTORY 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 Lead Service Line Replacement and Notification Act (415 ILCS 5/17.12 *et seq.*) requires the Town to prepare a lead service line material inventory for all water users by April 15, 2024 (the “Project”); and

WHEREAS, the Town has over 15,000 water customers, which makes physical inspection of all service lines a difficult undertaking; and

WHEREAS, the Illinois Environmental Protection Agency (“IEPA”) allows for the use of predictive modeling software to complete the lead service line material inventory; 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 undertake the Project; and

WHEREAS, the Project includes, without limitation, engineering services related to completing the Project utilizing predictive modeling software; 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, Frank Novotny and Associates, Inc. (“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 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 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:

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

**APPROVED** by the President on \_\_\_\_\_, 2023

---

LARRY DOMINICK  
PRESIDENT

**ATTEST:**

---

MARIA PUNZO-ARIAS  
TOWN CLERK

**EXHIBIT A**



## MEMO

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

**Attn:** President & Board of Trustees

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

**CC:** Maria Punzo-Arias, Lido Manetti, Water Department Director, Michael Del Galdo, Town Attorney, #22565

**Date:** 7/5/2023

**Re:** IEPA Lead Service Line Material Inventory – Engineering Agreement

President & Board of Trustees:

As required by the IEPA Lead Service Line Replacement and Notification Act (effective January 1, 2022), the Town is required to prepare a Lead Service Line Material Inventory for all water users by April 15, 2024. This inventory is required to include certain water service line information with this information also required to be obtained by IEPA approved methods. As the Town has over 15,000 water customers this will be a significant undertaking. The Water Department has incorporated water service material inspections as part of their routine residential inspections or meter reading visits for the past couple of years to start the water service line material database compilation. As it will be impossible to inspect all water services lines, the IEPA allows the use of predictive modeling software to complete the inventory based on parcel data points that we will obtain from Cook County GIS property databases.

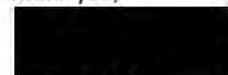
The use of predictive modeling analytics will greatly reduce the time required to compile this data and since we already have a large initial water service line material database the resultant analysis will be more accurate.

Therefore, I have attached an engineering agreement for the preparation of the Water Service Line Inventory that will include the use of predictive modeling analytics as provided by BlueConduit as a subcontractor for your review and approval. Their services will include preparation of the water service line material inventory in compliance with IEPA requirements, and preparation of a GIS (Geographical Information System) mapping that will be required to be posted on the Town's website since our population exceeds 50,000. BlueConduit will host the GIS map on the Town's website for the first year with our firm taking over the mapping going forward. The water service line mapping will be required to be hosted by the Town until the lead service line replacement program has been completed (The Town must complete 3% of their total lead service line replacements annually – with a lead service line replacement start date of April 15, 2027).

If this Professional Services Agreement meets your approval, please execute two (2) copies of the agreement as shown. Please contact me if you should need any other information about this proposed project.

Note: The Town has also been awarded an IEPA Lead Service Line Inventory Grant (\$50,000) for this work.

Thank you,



Tim Geary, P.E.  
Town Engineer

<b>OWNER:</b> Town of Cicero	<b>L O C A L  A G E N C Y</b>	<b>AGREEMENT FOR ENGINEERING SERVICES FOR  PREPARATION OF A COMPLETE LEAD SERVICE LINE MATERIAL INVENTORY</b>	<b>C O N S U L T A N T</b>	<b>ENGINEER:</b> Frank Novotny & Associates, Inc. D/B/A Novonty Engineering
<b>Address:</b> 4949 W Cermak Road				<b>Address:</b> 545 Plainfield Road, Suite A
<b>City:</b> Cicero				<b>City:</b> Willowbrook
<b>Project No.:</b> 22565				<b>State:</b> IL

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of July, 2023, by and between **Frank Novotny & Associates , Inc. D/B/A Novotny Engineering** whose address is 545 Plainfield Road, Suite A, Willowbrook, IL 60527 hereinafter called "**NOVOTNY**", and the **Town of Cicero** and hereinafter called "**CICERO**" covers certain professional engineering services, in connection with the preparation of the of a **Complete Lead Service Line Material Inventory (LSLI)** meeting the specified requirements of Illinois Environmental Protection Plan (IEPA) and the approved IEPA Lead Service Line Inventory Grant Agreement.

**WITNESSETH THAT**, in consideration of these premises and of the mutual covenants herein set forth,

**NOVOTNY AGREES,**

**I. Project Predictive Modeling Tasks to be Completed Summary:** As the Town has over 15,000 water services lines, an IEPA approved predictive modeling approach will be utilized to complete the LSLI in partnership with BlueConduit implementing their Smart Service Line Material (SLM) Inventory Powered by ESRI Machine Learning Platform with the following tasks to be performed in connection with the proposed project:

- a. Novotny will collect, organize, review, and prepare available data for the service line material inventory.
- b. Novotny will host the Esri Lead Service Line Inventory (LSLI) solution in their ArcGIS Online (AGOL) account.
- c. Novotny will install the free version of the Esri LSLI Solution Version 3.0 or higher.
- d. Novotny will provide BlueConduit with access and creator permissions to ESRI LSLI Solution and Inventory Data Layer.

- e. BlueConduit will coordinate with Novotny/Cicero to install a routine that adds our custom schema (tables, columns, views, triggers) to the Esri LSLI Solution.
- f. Novotny will create the ESRI ArcGIS Online Inventory Project Map and load collected data into the Inventory App.
- g. BlueConduit will pull the data into the BlueConduit machine learning platform to perform phase 1 of data analysis.
- h. BlueConduit will produce the initial batch of targeted locations for Novotny/Cicero to complete physical verification (100-150 locations), which will be statistically representative of the entire system. Subsequent inspections may be recommended as needed, up to ~350 total and can be provided in batches of 50-100.
- i. Novotny/Cicero performs physical verifications using their existing field-based ESRI apps. Saved inspection records are linked to the project's inventory table.
- j. BlueConduit will pull the updated data into the BlueConduit machine learning platform to perform phase 2 of data analysis.
- k. BlueConduit generates the 1st iteration of the model. The results are delivered directly into the ESRI LSLI. Linked fields will automatically have an up-to-date inventory with two views on the Lead Inventory project map: verified and predictions.
- l. BlueConduit will configure an LSLI dashboard, reflecting verified and predicted service line materials.
- m. Novotny/Cicero will perform ongoing field-based inspections and replacements.
- n. As ongoing inspections and/or replacements have been performed, the newly updated material data will be ingested and analyzed by BlueConduit.
- o. Service line material predictions will automatically be updated at a frequency determined between BlueConduit and Novotny (weekly, monthly etc.) for the duration of the contract agreement.

**II. Additional Project LSLI Tasks to be Completed Summary:** Novotny will assist Cicero to complete the following additional tasks:

- a. Prioritize inspections of high-risk areas identified by Cicero and inspection of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics and confirm service line materials in those areas at those facilities.
- b. Review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction.
- c. Conduct visual service line inspections and document materials of construction during routine maintenance visits.
- d. Identify any time period when the service lines connected to its distribution system were primarily lead service lines if known.

- e. Discuss service line repairs and installations with Cicero employees, contractors, plumbers and other workers who worked on service lines connected to the distribution system.

**III. Project LSLI Deliverables Summary:** Novotny will provide the following deliverables:

- a. A complete Lead Service Line Inventory (LSLI) meeting the requirements of Section 17.12(g) of the IEPA Illinois Lead Service Line Replacement and Notification Act by no later than April 15, 2024.
- b. A Configured ESRI Lead-Safe Community Site – Public Facing Service Line Map (SLM) Inventory Map.

**IV.** To attend meetings to be held at the request of Cicero in addition to normal project visits.

**V.** That basic notes and sketches, charts, computations, and other data prepared or obtained by Novotny pursuant to this Agreement, will be made available, upon request, to Cicero without cost and without restriction or limitation as to their use.

**VI.** In the event information provided are found to be in error during the PROJECT due to the negligence or willful misconduct of Novotny, and revisions or corrections are necessary, Novotny agrees that he will perform such work without expense to Cicero even though final payment has been received by him.

**VII.** Novotny will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. Novotny shall name Cicero as "Additional Insured" on Novotny's General Liability policy.

**CICERO AGREES,**

**I.** To pay Novotny as compensation for all services performed as stipulated in Paragraphs I, II, III, IV, V, VI & VII of "NOVOTNY AGREES" section in accordance with the following:

- a. A lump sum fee of \$40,800.00 for completion of the LSLI predictable modeling report and preparation of the Lead Service Line Inventory as prepared by BlueConduit.
- b. A sum of money based on the hourly rates stipulated below for Novotny personnel assigned to this project as payment in full to Novotny for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed:

<u>Grade Classification of Employee</u>	<u>Hourly Rate Range</u>
Principal	\$160.00 - \$180.00
Associate Principal	\$155.00 - \$170.00
Senior Project Engineer	\$145.00 - \$165.00
Project Manager	\$125.00 - \$145.00
Staff Engineer	\$ 90.00 - \$125.00
Senior Technician	\$ 90.00 - \$140.00

Technician	\$ 65.00 - \$ 85.00
CAD Technician	\$100.00 - \$125.00
GIS Technician	\$ 80.00 - \$100.00
Engineering Intern II	\$ 45.00 - \$ 65.00
Engineering Intern I	\$ 40.00 - \$ 60.00

If Novotny is required to work overtime hours, the billable rate charged for all employee grade classifications performing overtime work, except Principals, shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2023. In event the services of Novotny extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of Novotny that are in effect at that time.

IV. That payments due Novotny for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed.

V. That, should the improvement be abandoned at any time after Novotny has performed any part of the services provided for in Paragraphs I-a and I-c, of "NOVOTNY AGREES" section, and prior to the completion of such services, Cicero shall reimburse Novotny an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Novotny bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of Novotny under this Agreement.

**IT IS MUTUALLY AGREED,**

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by Cicero upon giving notice in writing to Novotny at his last known post office address. Upon such termination, Novotny shall cause to be delivered to Cicero all documents, partial and completed data with the understanding that all such material becomes the property of Cicero. Cicero acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated Novotny shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by Novotny bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of Novotny under this Agreement

EXECUTED BY CICERO, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Owner:**

**Address:**

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

Printed  
Name/Title: Larry Dominick, President

**ATTEST:**

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

Printed  
Name/Title: Maria Punzo-Arias, Clerk

\*\*\*\*\*

EXECUTED BY NOVOTNY, this \_\_\_\_\_ of \_\_\_\_\_, 2023.

**FRANK NOVOTNY & ASSOCIATES, INC  
D/B/A NOVOTNY ENGINEERING  
545 PLAINFIELD ROAD, SUITE A  
WILLOWBROOK, IL 60527**

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

Printed  
Name/Title: Timothy P. Geary, President

**ATTEST:**

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

Printed  
Name/Title: John E. Fitzgerald, Vice President



**BlueConduit Proposal**  
**Smart SLM Inventory Powered by Esri**  
Machine Learning Platform-as-a-Service

**Novotny Engineering - Town of Cicero**

JUNE 6, 2023

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## Machine Learning Methodology and Approach

BlueConduit’s machine learning methodology and approach is aligned with the guiding Principles of Data Science for Lead Service Line Inventories and Replacement Programs and in accordance with the EPA Guidance for Developing and Maintaining a Service Line Inventory. BlueConduit also adheres to specific state-level guidance and compliance requirements as applicable to the geographic location of the project.

An accurate service line materials inventory is the foundation of the Lead and Copper Rule Revisions (LCRR). BlueConduit will work with the Utility's existing data to develop its service line material inventory. BlueConduit's methodology produces a full SLM inventory for all line segments (public and private.) The SLM Inventory will display the presence of known materials and predict likely locations of lead service lines, galvanized steel/iron pipes with or without lead goosenecks, and the remaining materials used in the water system. BlueConduit understands the resource constraints of water utilities and that limited funding and time prohibits the ability to physically inspect service line materials at every address. Our Data Scientists will recommend a targeted inspection list for physical verification to determine the location of lead service lines or galvanized steel pipes with lead goosenecks. The verified service line material data collected from these verification inspections provides essential information to support the BlueConduit predictive model and improve overall model performance. The process is iterative and improves with continued data validation.



## Data Sources

To develop a full-service line material inventory, the Utility needs to collect and organize its existing system data and identify its gaps. This requires the Utility to find, organize, analyze, and document existing data sources (structure age, historical records, permit records, etc.) and understand how existing data patterns inform lead service line locations across a large, varied service area. BlueConduit's approach streamlines this process and takes the guesswork out of data analysis.

In developing a comprehensive inventory, BlueConduit analyzes data that can be classified as service lines of "known" materials. This involves reviewing verified service line material records, building codes, city ordinances about banned service line materials, and investigating other sources that provide certainty about pipe materials in the system. This initial step provides a baseline for the inventory and helps set the strategy for reducing "unknowns" for locations where pipe material is not known with high degrees of certainty.

BlueConduit will request information from the Utility to begin the statistical analysis and predictive modeling process.

### **High-value data sources that are commonly used in an SLM Inventory project include:**

- Recently Verified Service Line Material Records (both public and private-side)
- Historical Water Service Line Material Records (both public and private-side)
- Information on service line cards, which are primarily incomplete but could have any of the following information on them:
  - Main size
  - Service line size
  - Service line materials
  - Customer account
- Records of previous materials for service line replacements performed over the last two years. (Earlier replacements do not indicate the date of replacement or material.)
- Water main age (this information is the best beginning in the 1950s)
- Historical water service line maps
- Taxable Parcel Records (year built, land size, value, zoning, etc.)
- Construction records (if available)
- Water Account Billing information (if available)
- Water Sampling Test Results (if available)

- Water Main Size and Material (if available)
- Census Data (if available)
- Fire Hydrant Locations and Attributes (if available)
- List of daycare and school facilities and their previous testing records

### Required Data Fields

Verified Service Line Material records and Historical Service Line Material records are absolutely essential to our work. Using ESRI’s Lead Service Line Inventory Solution Version 3.0 or higher, BlueConduit recommends organizing and loading available data as it relates to the required fields in the designated State Agency or [EPA Service Line Inventory Template](#). BlueConduit will ingest these data points via direct connection with Esri’s Lead Service Line Inventory Solution.

### The predictive model requires, at a minimum, the following fields:

- Public Water System ID (PWS ID) Number associated with the service line
- Unique service line ID
- Street address
- Utility side service line material information and replacement data (unknown permitted)
- Customer side service line material information and replacement data (unknown permitted)

Field	Status	Empty Values
Public Water System Number (PWSID)	Required	Not Permitted
Unique Service Line ID	Required	Not Permitted
Street Address	Required	Not Permitted
Geometry (Parcel, Service Point Asset)	Required (if available)	Permitted
Public Side - Service Line Material	Required (if available)	Permitted
Public Side - Replaced (Y/N)	Required (if available)	Permitted
Public Side - Install/Replacement Date	Nice to have	Permitted
Public Side - Basis of classification	Nice to have	Permitted
Private Side - Service Line Material	Required (if available)	Permitted
Private Side - Replaced (Y/N)	Required (if available)	Permitted
Private Side - Basis of classification	Nice to have	Permitted
Private Side - Service Line Material	Nice to have	Permitted
Lead connector?	Nice to have	Permitted
Lead solder?	Nice to have	Permitted

BlueConduit uses available data inputs to move "unknown" data points to high-probability data points, reducing uncertainty.

Recognizing that all requested information might not be available or accessible in all locations, BlueConduit's data scientists can work with the available data to develop the service line inventory. The data science team works closely with the Utility to train their team on using the platform and the model and reduce communication errors.

BlueConduit's data scientists search for other parcel-level datasets that could provide insights into service line materials. In other communities, BlueConduit has found that the age of the nearest fire hydrant helped predict service line material; the machine learning model can process datasets and identify patterns to determine which data is most useful in each geography. Only data about parcels and infrastructure will be collected. No personally identifiable or health information will be collected or stored.

### **Recommended Inspections**

Generating an estimate of the total number of lead service lines in a system or the material at any given address will use information from previously verified service line materials to estimate the materials at service lines of unknown material. The accepted best practice in statistics to be able to make these kinds of estimates is gathering verified service line material data at a random set of homes where the service line material is unknown. Statistically, only such a representative set of verified service points will truly reflect the whole system. This representative randomized sample is critical for understanding the entire system's likely materials.

After preliminary evaluation of the quantity and quality of existing verified data, BlueConduit will generate a targeted list of service lines for the Utility to visually inspect and confirm the existing service line material. This verified data will be used to inform and train BlueConduit's predictive model. The number of homes included in the Recommended Inspection List will depend on factors determined by BlueConduit and the Utility.

BlueConduit estimates that up to 1% of the system's service lines may require visual inspections to reconcile uncertainty. The specific number will be based on BlueConduit's initial analysis and developed in collaboration with the Utility. These inspections will allow an efficient way to verify the reliability of those records.

The specific points/service line segments that will need to be inspected will not be known until BlueConduit conducts its initial analysis of existing data.

Note: BlueConduit does not perform any field verification work. The Utility will cover the cost of field inspections and verifications.

Typical verification methods utilize potholing or Hydrovac at the curb box to verify material on the public and private sides of the service line.

### **First Iteration of the Model**

BlueConduit provides a complete picture of the distribution of service line materials across the system. It offers separate material predictions for different segments of the service line and can also provide the likelihood of a galvanized pipe or any material. BlueConduit also supplies supporting documentation for reports submitted to regulators about the methodology.

Upon completing the targeted inspection effort, BlueConduit will integrate the newly verified service line material data into its machine learning model to generate a complete service line material inventory (public and private) with home-level probabilities. These models will use characteristics of homes with verified service line materials including lead and copper to predict service line material at homes with unverified service lines.

BlueConduit will create an ArcGIS map layer for the project map that shows the likelihood of a point of service having a lead, galvanized, copper, or any other material. BlueConduit will use these methods to generate the probability of having a lead service line on the public side of the service line, the private side, and the joint probability. The predictions can be provided at different levels of detail as needed by the Utility:

- *System-Wide Level* A service-wide estimate can be used to estimate the total number of lead service lines, develop annual capital and operating budgets, and communicate this to customers.
- *Neighborhood Level* If there are indicated lead service lines, neighborhood-by-neighborhood information is ideal for prioritizing resources across the service area. Additionally, this information can be used to develop a public health communication strategy and, potentially, a "Filter Distribution Program."

- *Water main or block-level* Shows the highest likelihood of lead service lines by water main. The Utility can coordinate service line replacement work with other planned infrastructure/asset management work to optimize spending and reduce overall community disruption.

### **Measures of Accuracy and Reliability**

When using a statistical model, it is important to continually evaluate model performance at every stage of model development and implementation. BlueConduit evaluates the performance of its statistical models with various metrics to ensure accuracy and reliability. One of the most critical metrics of model reliability is the AUROC (Area Under ROC Curve), which says how good a predictive model is at determining a lead pipe from a non-lead pipe. In multiple geographies, our models have accurately made this distinction 95% of the time. We anticipate that by following BlueConduit's methodology and approach, the Utility would achieve a similar level of confidence in communicating its inventory to regulators and consumers.

Another accuracy method leverages the use of a hold-out sample. A holdout sample refers to withholding a random portion of a data set from an initial model and then using the withheld data to assess the statistical model's performance. Aside from making sure that model probabilities are well-calibrated, it is important to define the accuracy measures used to evaluate and monitor model performance. The key metric to be used for in-the-field true hold-out evaluation is "Hit Rate," the number of LSLs that were identified divided by the number of attempted replacements regardless of what was discovered. Hit rate can be computed for an entire region or broken down into a specific geography or time.

BlueConduit also validates the model's performance using state-of-the-art metrics (e.g., precision and recall). Read about the tradeoff between Precision vs. Recall in this [Article](#) by BlueConduit Chief Data Scientist Jared Webb.

### **How BlueConduit Manages Unknowns**

Having a large number of service lines of unknown material can make LCRR compliance and managing public communication regarding lead in water more complicated. The public notification requirement states that water systems are required to annually notify residents if the service line material at their address is "unknown." Additionally, "unknowns" count toward the required annual replacement rate in the case of a trigger level or action level exceedance.

BlueConduit's standardized approach to addressing unknown materials allows the Utility's LCRR Team to develop a method to identify service line materials and develop a plan for identifying the lack of lead

materials in previously unknown service lines. It is the basis for our highly developed machine learning algorithm. This is done through a combination of BlueConduit's expertise in managing service line replacement projects and leveraging BlueConduit's best-in-class predictive modeling software to generate trusted service line material predictions.

### **Updated Predictions and Continuous Validation**

The predictive modeling process is most effective when taking an iterative approach, as recommended by the EPA. Each time the Utility verifies service line material through its regular operations, that data can be integrated to update the predictive model and refine the predictions. Leveraging the statistical model's machine learning nature, the model can improve over time with additional data. BlueConduit's team will continue to generate further iterations of the predictive model at a frequency determined in coordination with the Utility for the duration of the project engagement.

### **LCRR Compliance**

The completed SLM Inventory will be viewable in the Esri ArcGIS Online Project Map with easy reporting tools available to generate reports in the formats mandated under LCRR. This will allow the PWS to quickly access the inventory report and submit it for compliance ahead of the April 2024 (IEPA) and/or October 2024 (US EPA) deadline.

BlueConduit will also provide a Statistical Analysis Report summarizing the methodology, inputs, model performance, and predicted material results as needed for compliance.

### **Public-Facing Map**

Communicating lead service line information helps residents locate their properties and allows them to learn if their property may be affected by lead. The Esri Lead-Safe Community site can be used to communicate lead service line information to residents in the community. It can also include a link to the Water Service Line Material Survey tool which allows residents to report the material of their water service lines, allowing water utilities to better understand their water systems and make improvements to eliminate lead pipes within their water systems.

By leveraging Esri's Community Safe Website App, the final Esri ArcGIS Online Inventory Project Map can be published for public-facing consumption on the Utility's website, revealing only the layers/data fields required for compliance.

Richmond Lead Service Line Map

## City of Richmond, Virginia Lead Service Line Map

Taking action to reduce risk and keep our community safe



2408 Grove Ave Richmond VA 23220

There is a **HIGH LIKELIHOOD OF LEAD** in your service line

All estimates are based on the best available information. For more information, visit our [FAQ page](#) or contact your utility.

**Legend**

Richmond Lead Service Line Inventory

- LEAD
- HIGH LIKELIHOOD OF LEAD
- MEDIUM LIKELIHOOD OF LEAD
- LOW LIKELIHOOD OF LEAD
- NO LEAD

### What Are We Doing to Help?

As your water provider, we are doing the following to reduce lead exposure in our water system:

- Verify Material**  
Conducting verification of service line materials in field inspections.
- Inform Customers**  
Share results and any actions taken.
- Reduce Lead**  
Executing projects to reduce lead in the water system.
- Educate Public**  
Programs, maps, and information updated to educate residents.



### Esri ArcGIS Collaboration - BlueConduit Smart SLM Inventory

BlueConduit is partnered with Esri to deliver a best-in-class, GIS-based Lead Service Line Inventory software solution. By combining the Esri ArcGIS Online technical architecture with BlueConduit's robust data analytics, service line inventory management and compliance is simplified and efficient.



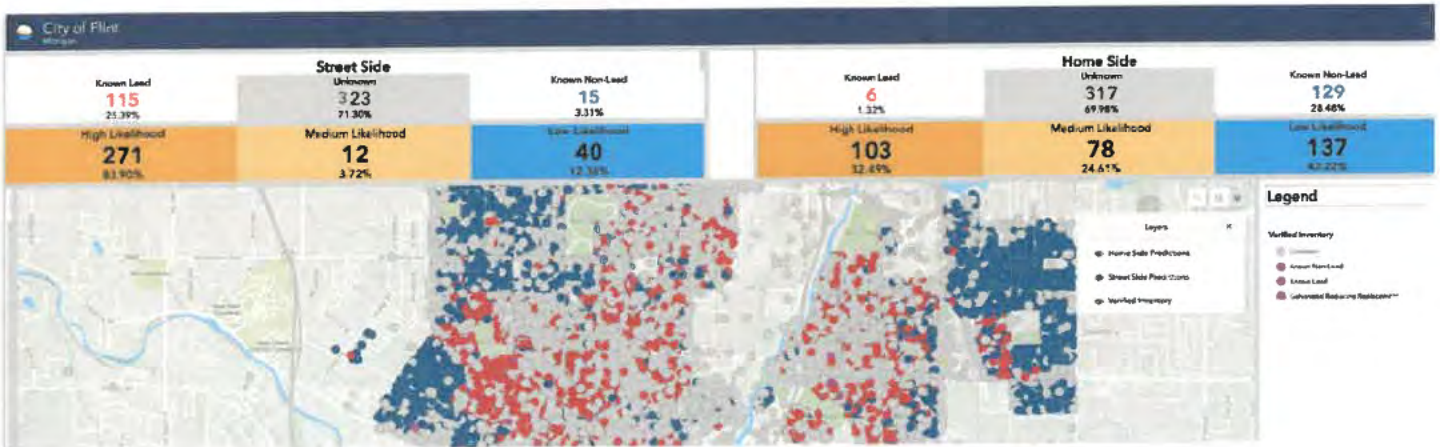
Our predictive model and machine learning capabilities are seamlessly integrated with the Esri Lead Service Line Inventory Solution, which features eleven applications that provide each key user with targeted functionality and can be deployed *free of charge* for existing Esri customers. This solution requires the Utility to retain an active ArcGIS Online environment and utilizes existing Esri licensing.

#### Features:

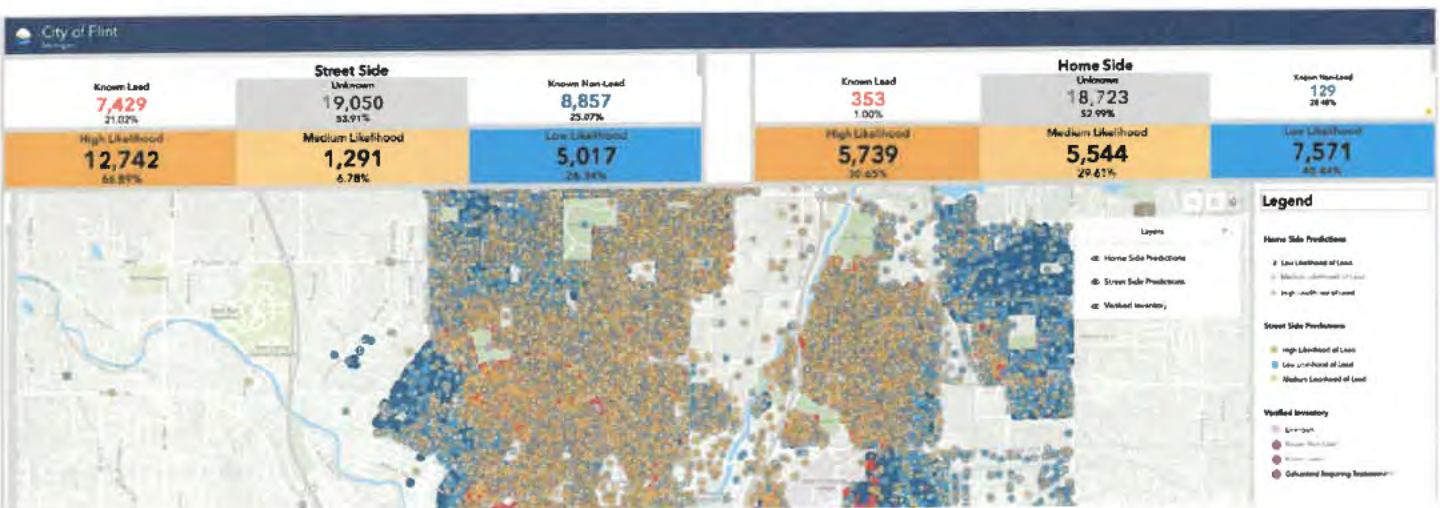
- BlueConduit Data Analytics for Smart SLM Inventory
- SLM Inventory Data Management
- ArcGIS Inventory Online Project Map (Hosted by Novotny/Cicero)
- Public-Facing Inventory Map
- Configurable Dashboards
- Parcel-level Material Predictions (public and private Sides)
- Up-to-date inventory with two views displayed on the map: verified and predicted materials.
- Ability to collect and record physical verifications using Esri field-based apps, where saved inspection records are automatically linked to the inventory table
- Water Service Line Material Survey for customer self-reporting



# Verified Inventory View









# Prediction Inventory View



## Esri Lead Service Line Inventory Application Functionality

The chart below outlines the functionality of each application found within the suite of Esri LSLI tools. The applications denoted with a BlueConduit logo reflect where BlueConduit's integration and configuration plays a role within the suite of Esri LSLI tools. The remaining applications are pre-configured out-of-the-box from Esri, available for the City to deploy free of charge, and all link back to the same SLM inventory dataset.

BlueConduit Smart SLM Inventory Powered by Esri - LSLI Application Functionality		
Key Users	Application	Description
Mapping Technicians	 Lead Service Line Inventory	The Lead Service Line Inventory (LSLI) is an ArcGIS Online application designed to help water utilities and other organizations collect, manage, and share information about lead service lines within their area. It includes tools for data collection, mapping, and analysis such as web forms, reports, dashboards, maps, and tables. Custom configuration by BlueConduit adds columns, views and triggers to represent both verified materials and predicted materials.
	 Lead Service Line Editor	The Lead Service Line Editor is an application within the LSLI system that allows water utilities to upload, access, and manage information about their lead service lines and connect it to relevant data from external sources. The Editor features custom configuration options to support compliance with state and federal lead and copper rule requirements. Using this application, water utilities can make informed decisions about maintenance, repair, and replacement.
Mobile Workers	Lead Service Line Field Map	The Lead Service Line Field Map (for ArcGIS Field Maps), a mobile app for staff and contractors doing material verification in the field. Allows for photo upload. Results are automatically linked to LSLI.
Office Staff	 Lead Service Line Viewer Web App	The Lead Service Line Viewer Web App is a browser-based viewer that lets staff with the appropriate credentials view the LSLI.
Engineers	Lead Service Line Replacement Manager	The Service Line Replacement Manager is a web app intended for engineers, construction managers, etc to manage and track info about replacement activities.
Managers	 Lead Service Line Dashboard	The Lead Service Line Dashboard is a configurable tool with customizable filters that provides actionable insights on the lead service line inventory, including material verification, predictions, and replacement progress. Custom configuration by BlueConduit provides visualization of both verified and predicted materials.
	Service Line Self-Assessment Manager	The Service Line Self-Assessment Manager is a web app for Utility staff use to triage information submitted through the Water Service Line Material Survey so they can take the appropriate next action.
	Service Line Self-Assessment Dashboard	The Service Line Self-Assessment Dashboard is a web app dashboard for Utilities that choose to use the Water Service Line Material Survey. It's functionality allows staff to ensure they are quickly triaging submitted information.
Public	Water Service Line Material Survey	The Water Service Line Material Survey is a web based service line self-assessment tool that allows customers to self-report their private-side service line material. The survey is a data collection form where the submissions will link directly to the LSLI. Citizens can self-report material types and upload photos. The Water Service Line Material Survey link can also be embedded in the Lead Safe-Community Site.
	 Lead-Safe Community Site	The Lead-Safe Community Site is a preconfigured web site that can be embedded into a utilities webpage or be a stand alone website that gives key metrics about the utility's service line inventory and the actions they are taking to identify and remove lead services. Helps utilities comply with LCRR requirements for making the LSLI publicly accessible. Custom configuration by BlueConduit provides visualization of both verified and predicted materials.
	 Lead Service Line Public Viewer	The Lead Service Line Viewer Web App is an intuitive and map-based tool that enables customers to easily access information on lead service lines in their area. This map is also embedded in the Lead-Safe Community Site and helps the utility comply with the LCRR requirements for LSL public availability.

## Esri LSLI Project Workflow Summary

This high-level overview summarizes the workflow expectations defined by the BlueConduit project scope. We recognize that the client may have already completed some of these initial steps to launch the use of Esri's Lead Service Line Inventory solution.

1. Novotny/Cicero will collect, organize, review, and prepare available data for the service line material inventory.
2. Novotny/Cicero will host the Esri Lead Service Line Inventory (LSLI) solution in their ArcGIS Online (AGOL) account. Novotny/Cicero will install the free version of the Esri LSLI Solution Version 3.0 or higher.
3. Novotny/Cicero will provide BlueConduit with access and creator permissions to ESRI LSLI Solution and Inventory Data Layer.
4. BlueConduit will coordinate with Novotny/Cicero to install a routine that adds our custom schema (tables, columns, views, triggers) to the Esri LSLI Solution.
5. Novotny/Cicero will create the ESRI ArcGIS Online Inventory Project Map and load collected data into the Inventory App.
6. BlueConduit will pull the data into the BlueConduit machine learning platform to perform phase 1 of data analysis.
7. BlueConduit will produce the initial batch of targeted locations for Novotny/Cicero to complete physical verification (100-150 locations), which will be statistically representative of the entire system. Subsequent inspections may be recommended as needed, up to ~350 total and can be provided in batches of 50-100.
8. Novotny/Cicero performs physical verifications using their existing field-based Esri apps. Saved inspection records are linked to the project's inventory table.
9. BlueConduit will pull the updated data into the BlueConduit machine learning platform to perform phase 2 of data analysis.
10. BlueConduit generates the 1st iteration of the model. The results are delivered directly into the Esri LSLI. Linked fields will automatically have an up-to-date inventory with two views on the Lead Inventory project map: verified and predictions.
11. BlueConduit will configure an LSLI dashboard, reflecting verified and predicted service line materials.
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13. As ongoing inspections and/or replacements have been performed, the newly updated material data will be ingested and analyzed by BlueConduit.
14. Service line material predictions will automatically be updated at a frequency determined between BlueConduit and Novotny/Cicero (weekly, monthly etc.) for the duration of the contract agreement.

## Pricing Summary

<b>Implementation Services (Fixed Fee)</b>	<b>\$20,000.00</b>
Project Management/Meetings	
Deployment: BlueConduit powered by Esri LSLI	
Data Ingestion into BlueConduit Machine Learning Platform	
Data Science Validation and Analysis	
Data Gap Observations and Recommendations	
Configuration of BlueConduit LSLI Dashboard (Verified and Predictions)	
LSL Replacement Strategy Assistance	
LCRR Compliance Support	
<b>BlueConduit Machine Learning Platform-as-a-Service (Fixed Fee)</b>	<b>\$20,000.00</b>
BlueConduit Machine Learning	
BlueConduit - Esri Integration	
Recommended Inspection List(s)	
SLM Predictions per Service Line (Public and Private) - Unlimited Updates	
<b>Project Total</b>	<b>\$40,000.00</b>
Platform-as-a-Service Renewal - <u>Annual Inventory Update</u>	\$17,000.00



TBD

### Pricing – Key Assumptions

1. ~15,000 SL's
2. Base Project TimeFrame: Contract Signing through June 2024.
3. Novotny/Cicero will prepare the SLM data set to be ingested into the Esri LSLI Inventory table.
4. Project Total will be invoiced within 10 days of contract signing and subject to NET30 payment terms.
5. Novotny/Cicero will utilize existing Esri ArcGIS Online licensing to execute the deployment of this solution.

## Deliverables Summary

1. **BlueConduit - Esri LSLI App Configuration:** BlueConduit schema (tables, columns, views, triggers) deployed to the Esri LSL Inventory.
2. **Recommended Inspection Lists(s):** After evaluation of existing SLM Inventory data, BlueConduit will generate an initial batch list of targeted locations to conduct initial inspections to verify the public and private side service line materials. **(100-150 locations).**
  - ⇒ BlueConduit's recommended inspection list is based on the quality of verified data provided. If there aren't enough verified lines in a representative sample, BlueConduit will generate a targeted list of lines for the Utility to inform the initial inspections. Those results will shore up the baseline data for the development of the statistical model.
  - ⇒ If the initial batch of inspections does not provide a sufficient increase in the baseline data, BlueConduit will issue a second batch of targeted inspections. We estimate that up to ~350 total inspections may be needed and can be provided in subsequent batches of 50-100 locations each.
  - ⇒ **Novotny/Cicero** will assume any property inspection and physical validation costs.
3. **BlueConduit Machine Learning Platform-as-Service**
  - ⇒ First Iteration: Parcel-level material predictions (public and private side) that indicate the likelihood of lead and other hazardous materials for each service line.
  - ⇒ Access to ongoing updated parcel-level material predictions (public and private side) that indicate the likelihood of lead and other hazardous materials for each service line in the distribution system for the duration of the contract agreement.
4. **BlueConduit Powered by Esri LSLI Dashboard (Verified and Predicted Materials)**
5. **Configured Esri Lead-Safe Community Site - Public-Facing SLM Inventory Map**
6. **Statistical Analysis Report for IEPA Compliance**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPOINTING A CERTAIN INDIVIDUAL AS BUILDING COMMISSIONER 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, there exists a vacancy in the position of Building Commissioner within the Town (the “Vacancy”); and

WHEREAS, the President and the Board of Trustees of the Town (the “Town Board,” and with the President, the “Corporate Authorities”) have determined that it is necessary for conducting Town business and for the effective administration of government to appoint Terry Higgins to fill the Vacancy (the “Appointment”); and

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

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President to make the Appointment to the Vacancy, and to take all steps necessary to carry out the terms of said Appointment.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

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

**Section 4.0 Vacancies, Effectiveness, and Term of Appointment.**

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



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

**Section 5.0 Headings.**

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

**Section 6.0 Severability.**

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

**Section 7.0 Superseder.**

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

**Section 8.0 Publication.**

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

**Section 9.0 Effective Date.**

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

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

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

**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 AGREEMENT WITH VETERAN TRANSPORTATION SERVICES TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

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

WHEREAS, the Town recently experienced extensive storm damage and flooding; and

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

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

WHEREAS, Veteran Transportation Services (the “Vendor”) provided the Town with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which the Vendor will provide the Services to the Town in an amount not to exceed Twenty-Five Thousand U.S. Dollars (\$25,000.00); 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 set forth in the Agreement, subject to the limits set forth herein; and

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

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into, and approve the Agreement whereby the Vendor will provide the Services to the Town in an amount not to exceed Twenty-Five Thousand U.S. Dollars (\$25,000.00), 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, in an amount which is not to exceed Twenty-Five Thousand U.S. Dollars (\$25,000.00), and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any competitive bidding requirement would be applicable to the Services described herein, the same is hereby waived.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

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

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

**APPROVED** by the President on \_\_\_\_\_, 2023

---

LARRY DOMINICK  
PRESIDENT

**ATTEST:**

---

MARIA PUNZO-ARIAS  
TOWN CLERK

**EXHIBIT A**





# HAULING ESTIMATE

Veteran Transportation Services | 1829 55th Avenue, Cicero, Illinois

**P** (312) 656-6217

**E** veterantransportservices@gmail.com

**CUSTOMER**  
The Town of Cicero

**ESTIMATE NO**  
111,112

**DATE**  
7/5/2023

**ADDRESS**  
4949 W Cermak Rd  
Cicero, IL 60804

**PHONE**  
708-656-3600

**CONTACT PERSON**  
DOMINICK

**PROJECT**  
IMPROVEMENTS TO  
TOWN OF CICERO

**PREPARED BY**  
Steven Gaytan, CEO  
Veteran Transportation

**ATTENTION**  
TOWN OF CICERO

**PAYMENT TERMS**  
Net 30

**DUE DATE**  
7/24/2023

PRODUCT	MATERIAL SOURCE	TN/LD/HR	MATERIAL	TOTAL
HOURLY HAULING		HR	X \$	125.00
TRAVEL TIME		1 HR	X \$	125.00
SUBTOTAL				

**THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:**

6hr min on all hourly work. All hourly work requires 1hr travel time per truck per day, paid at \$125/hr. Waiting time charged after 15 mins based on \$125/hr in 15 min increments (\$31.25/15min). All tickets must be signed by site supervisor prior to truck leaving job site. Tolls are charged additionally. Material based upon availability.

**TERMS AND CONDITIONS:**

Trucking and available quantities will be subject to availability. Contact your sales representative for the status of the quote prior to expiration. All pricing after expiration will be subject to review, including hauling rates and fuel surcharge.

All quotes are generated with tax. If this job is tax-exempt, all tax will be removed once tax-exempt certificate and contractor statement are received. If tax exemption is not received prior to order placement, tax will be applied to all invoices. Fuel surcharge on all deliveries will be based on the IEAP MIDWEST AVERAGE.

**ADDITIONAL TERMS AND CONDITIONS:**

QUOTE IS VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.

A FUEL SURCHARGE IS IN EFFECT DUE TO CURRENT MARKET CONDITIONS. Veteran Transportation Services reserves the right to add a fuel surcharge when diesel fuel exceeds \$3.85/GAL.

Please contact sales representative with any questions.

STEVEN GAYTAN, 312-656-6217

**SIGN OF ACCEPTANCE:**

\_\_\_\_\_  
AUTHORIZED REP

\_\_\_\_\_  
DATE

PRINT

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM PERKINS MANUFACTURING FOR EQUIPMENT 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’s Department of Public Works (the “Department”) provides necessary services for Town residents and facilities; and

WHEREAS, the Department determined that it was in need of new composite slide truck bed lifter assemblies for its waste collection vehicles (the “Equipment”); and

WHEREAS, Perkins Manufacturing (the “Vendor”) has provided an invoice for the purchase of the Equipment (the “Invoice”), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Town to authorize, approve,

and ratify the purchase of the Equipment for the Department in accordance with the terms of the Invoice; and

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

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

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

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

effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Equipment contained within the Invoice 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:

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

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
**LARRY DOMINICK**  
**PRESIDENT**

**ATTEST:**

\_\_\_\_\_  
**MARIA PUNZO-ARIAS**  
**TOWN CLERK**

**GROUP EXHIBIT A**

performance at any time thereafter, nor will Perkins' waiver of Buyer's breach of any provision of these Terms constitute a waiver of any succeeding breach of the same or any other provision. Any waiver of any of the terms of these Terms must be in writing signed by Perkins.



# Sales Invoice



**Perkins Manufacturing**

380 Veterans Pkwy (Suite 110)  
 Bolingbrook, IL  
 USA, 60440  
 Phone : 800-882-5292 Fax : 708-354-5878  
 tuckaway@perkinsmfg.com

Invoice No.	<b>00080946</b>
Date	05-15-2023
Contact	Jeff Phone : [REDACTED]

<b>Bill To</b>	<b>TOWN01</b>
<b>Town of Cicero (Public Works)</b>	
1620 S Laramie Ave, Cicero, Illinois USA, 60804-1942	

<b>Ship To</b>	<b>TOWN01</b>
<b>Town of Cicero (Public Works)</b>	
1620 S Laramie Ave, Cicero, Illinois USA, 60804-1942	

<b>PO No.</b>	<b>Sales Order No.</b>	<b>Shipping No.</b>	<b>Reference No.</b>	<b>Ship Method</b>	<b>Payment Terms</b>
Jeff-Stock	00048427	00049454		Our Truck	Net 30
<b>Sales Rep</b>		<b>Shipping Date</b>	<b>Carrier</b>		<b>Due Date</b>
Hubert Gutierrez (HG)		05-12-2023	Our Truck		06-14-2023

Line	Qty	UOM	Item	Description	Net Price	Amount	
1	6	EACH	D6620-27K	COMPOSITE SLIDE TB TUCKAWAY® LIFTER ASSEMBLY	2 841.64 \$	17 049.84 \$	
			<b>Serial Number</b>	<b>Actuator Number</b>	<b>Cylinder Number</b>	<b>Valve Number</b>	<b>Extra number</b>
			210024	22073283			
			210025	22073285			
			210023	22073284			
			210028	22073279			
			210048	22073535			
			210022	22073276			
2	1	EACH	HANDLING FEE	HANDLING / PACKAGING CHARGE	60.00 \$	60.00 \$	

Can ship when ready

**PERKINS MANUFACTURING CO. TERMS OF SALE**

The purchase of products ("Goods") from Perkins Manufacturing Co. ("Perkins") is governed by the following terms and conditions (these "Terms"). All terms and conditions on any document which are contrary to or inconsistent with these Terms are expressly rejected by Perkins and deemed waived by the purchaser of the Goods ("Buyer").

Subtotal:	17 109.84 \$
Taxes:	0.00 \$
<b>Invoice Total:</b>	<b>17 109.84 \$</b>
<b>Paid to Date :</b>	<b>0.00 \$</b>
<b>Balance Due:</b>	<b>17 109.84 \$</b>

USD

- 1. DELIVERY:** All deliveries of the Goods will be F.O.B. shipping point, and title and risk of loss with respect to such deliveries will pass to Buyer at the shipping point. Buyer must notify Perkins or the carrier within 10 business days in the event the Goods were lost or damaged during transit.
- 2. FORCE MAJEURE:** Perkins will not be liable for delays, impairments of performance or non performance resulting in whole or in part from acts of God, severe weather conditions, strikes, lockouts and other labor disruptions, fires, terrorism, war conditions, accidents, foreign or domestic governmental decrees, controls or other actions, embargoes, shortages, inability to procure or ship product or obtain permits and licenses, supplies or raw materials or any other circumstances or causes beyond Perkins' control in the conduct of its business.
- 3. GOVERNING LAW AND DISPUTE RESOLUTION:** These Terms will be construed according to the laws of the State of Illinois without regard to its conflicts of laws provisions. All actions or proceedings in any way, manner or respect arising out of or related to the Goods will be litigated only in state or federal courts, as appropriate, located in Will County, Illinois. Buyer consents and submits to jurisdiction in the State of Illinois and waives any right to transfer the venue of any such action or proceeding.
- 4. LIMITATION OF LIABILITY:** Under no circumstances will Perkins be liable to Buyer or any other party for costs, damages, claims or other liabilities in excess of the price paid for the Goods.
- 5. PAYMENT TERMS:** Payment is due in full within 30 day of the invoice. Upon the failure of customer to pay in full any invoice due hereunder within 30 days of the due date for such invoice, a Late Fee of (5.0%) on amounts due will be applied to the invoice. Late Fees will continue to accrue at the stated rate every 14 days thereafter said invoice is not fully satisfied. If the invoice becomes past due after 90 days, customer will be considered in default and future orders may be subject to payment preconditions prior to delivery at Perkins' sole discretion. If an invoice goes into default, customer will be responsible for all collection costs, including reasonable attorney fees and court costs. The imposition of the Late Fee shall be in addition to any other rights and remedies of Perkins under this invoice permissible by law, and acceptance of partial payment by Perkins does not waive any said rights Perkins may have to collect the full amount of any outstanding invoice owed. Customer hereby consents to Illinois jurisdiction and any state or federal venue in Cook County Illinois should Perkins take any action to collect on unpaid invoices.
- 6. WAIVER:** Perkins' failure at any time to require performance by Buyer of any provision of these Terms will in no way affect Perkins' right to require such



LARRY DOMINICK  
Town President

SAM JELIC  
Commissioner

## TOWN OF CICERO

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

### PUBLIC WORKS DEPARTMENT

1620 SOUTH LARAMIE • CICERO, ILLINOIS 60804  
708.656.1115

June 30, 2023

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

**From:** Sam Jelic  
Public Works Commissioner

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Please be advised that invoice #00080946 in the amount of \$17,109.84, for Perkins Manufacturing for 6 Composite Slide TB Tuckaway. Dated May 15, 2023 is approved for payment at the July 11, 2023 Town of Cicero Board meeting.

If you have any future questions or concerns please do not hesitate to contact me.

Sam Jelic