
A G E N D A

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

TUESDAY, APRIL 12, 2022 - 10:00 AM

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

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

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

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

A) March 22, 2022, Public Hearing Minutes

B) March 22, 2022, Regular Session Minutes

4. **Presentation**

A) A Resolution To Honor Carlos Hernandez

4

B) Clergy Committee

5. **Approval of Bills**

A) List of Bills-Warrant# 7, Manual Checks & Online Payments

B) Payroll

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

6. **Permit**

- A) Good Shepherd Church
 - 1) Back To School Fair
 - 2) Car Wash / Rummage Sale
- B) Mary Queen of Heaven
- C) St. Frances of Rome
 - 1) Temporary Liquor Permit
 - 2) Festival (Revision)
- D) Stickney-Forest View Lions Club

7. **Reports**

- A) Collector's Office Report & Revenue Summary

8. **Ordinances**

- A) An Omnibus Ordinance Amending Various Sections of Chapter 10, Chapter 14, and Chapter 26 Of The Code Of Ordinances Of The Town Of Cicero, Illinois, Regarding Amusements For The Town Of Cicero, County Of Cook, State Of Illinois 5
- B) An Ordinance Amending Chapter 94, Section 94-281 Of The Code Of Ordinances Of The Town Of Cicero, Illinois, Regarding Permit Parking For The Town Of Cicero, County Of Cook, State Of Illinois 22
- C) An Ordinance Authorizing The Conveyance Of Certain Real Property Located Within The Town Of Cicero, Illinois For The Town Of Cicero, County Of Cook, State Of Illinois. 31

9. **Resolutions**

- A) A Resolution Authorizing And Approving A Certain Proposal From The Heating And Cooling Works, Inc. To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois. 75
- B) A Resolution Authorizing And Approving The Purchase Of Certain Software For The Town Of Cicero, County Of Cook, State Of Illinois 92
- C) A Resolution Authorizing The Town President To Enter Into Certain Agreements With All Around Amusement, Inc. To Provided Services To The Town Of Cicero, County Of Cook, State Of Illinois 101
- D) A Resolution Authorizing The Town President To Enter Into Certain Agreements With Klandestino Entertainment Inc. To Provide Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois 131
- E) A Resolution Authorizing And Approving A Certain Agreement With Current Technologies Corporation For The Town Of Cicero, County Of Cook, State Of 145

Illinois

F) A Resolution Authorizing And Approving A Certain Invoice From Cook County Sheriff's Police Training Academy For The Town Of Cicero, County Of Cook, State Of Illinois 154

G) A Resolution Authorizing And Approving A Certain Quote From Ko Real Estate And Remodeling LLC For The Senior Center For The Town Of Cicero, County Of Cook, State Of Illinois 164

10. **New Business**

A) Recommendation By The Board Of Fire, Police And Public Safety Commissioners Of The Town Of Cicero Regarding The Promotion of Engineer Brian McDonald to the Rank of Lieutenant.

B) Recommendation By The Board Of Fire, Police And Public Safety Commissioners Of The Town Of Cicero Regarding The Promotion of Firefighter Gary Conley to the Rank of Engineer.

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

12. **Adjournment**

A Resolution

To Honor Carlos Hernandez

Whereas Carlos Hernandez, 28, lived in the Town of Cicero since he was two years old, and attended Goodwin School in Cicero and later graduated from Mt. Carmel High school and St. Mary's University of Minnesota; and

Whereas Carlos began his martial arts training in kickboxing and jiu jitsu when he was 8 years old at Combat Do, which used to be located in Cicero, and specialized in various forms of martial arts; and

Whereas Carlos expanded his training to include wrestling, boxing and other competitive fighting with the goal of entering Mixed Martial Arts (MMA) competition, when he turned 18; and

Whereas Carlos entered MMA competition as soon as he turned 18 years of age right after graduation and achieved a strong record of 14 wins and only two loses during his amateur ranking; and

Whereas after graduating from College, he turned professional in January 2017 where he then moved his training to VFS Academy under head coach Mike Valle, and has achieved 8 wins and only one loss as a professional; and

Whereas Carlos was recently signed with the UFC, the top tier professional organization in competitive ranking in MMA and won his UFC debut this past February 2022; and

Whereas his parents still live in the Town of Cicero at the 2800 block of 59th Court; and

Now, Therefore Be It Resolved that Town President Larry Dominick and the Town of Cicero Board of Trustees do hereby congratulate Carlos Hernandez for his achievements in Mixed Martial Arts competition as someone who continues to proudly tell his audiences that he is from Cicero; and

That It Be Further Resolved that a copy of this Resolution Adopted by the Town of Cicero Board of Trustees on this Day of Tuesday, April 12, 2022 be presented to Carlos Hernandez as a token of the Town's appreciation.

Adopted this twelfth day of April, A.D. 2022.

Larry Dominick, Town President

Maria Punzo-Arias, Town Clerk

ORDINANCE NO. _____

AN OMNIBUS ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 10, CHAPTER 14, AND CHAPTER 26 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING AMUSEMENTS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to protecting the health and safety of Town residents, employees, and visitors; and

WHEREAS, The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) currently requires businesses to obtain an entertainment license in order to provide patrons with various amusements (the “Existing Regulations”); and

WHEREAS, the Corporate Authorities recognize the need to update and clarify the Existing Regulations from time to time; and

WHEREAS, in light of the foregoing, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to amend various sections of Chapter 10, Chapter 14, and Chapter 26 of the Town Code to update and clarify the Existing Regulations;

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to amend various sections of Chapter 10, Chapter 14, and Chapter 26 of the Town Code to update and clarify the Existing Regulations as set forth herein and to authorize the Town President to take any and all action necessary in conformity therewith.

**ARTICLE II.
AMENDMENTS TO CHAPTER 10, CHAPTER 14, AND CHAPTER 26 OF THE
TOWN CODE**

Section 3.00 Amendment to Chapter 10, Section 10-72.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 10, Section 10-72, which Section shall be amended as follows:

Sec. 10-72. – Entertainment permitted.

- (a) Licensees holding a: (i) class A or class A-B local liquor license with an occupancy load of more than 90 persons for the licensed premises, (ii) class AA or a class AAB local liquor license located on Cermak Road, Cicero Avenue, Central Avenue, Laramie Avenue, Roosevelt Road or Ogden Avenue, and (iii) class F or FF local liquor license may, upon application, payment of fees and compliance with section 14-128 and all other provisions this Code, be issued an entertainment license for the premises.
- (b) Entertainment license. ~~Licensees are required to submit an application for an entertainment license at least seven days in advance of any entertainment event and are further required to provide a copy of any and all promotional materials for said event.~~ Licensees are required to submit an application for an Entertainment License to the business license director on a form prescribed by the business license department. The annual license fee shall be due and owing as set forth in Section 14-128, except for those licensees who are exempt in subsection (c) below. Every licensee shall cause his or her entertainment license issued under this section to be framed and hung in plain view in a conspicuous place on the licensed premises. Such entertainment license shall contain the maximum occupancy for the space in question. One license shall be issued per occupancy space.
- (c) ~~A licensee holding an entertainment license may have entertainment, as defined in section 10-1 every day from 11:00 a.m. to 2:00 p.m. and from 5:00 p.m. to 8:00 p.m. In addition, a licensee may choose one night a week to have entertainment every day, including live music and/or a disc jockey, until the close of regular business hours. For purposes of this section, a week shall mean Monday to Sunday. Entertainment can only take place in establishments with class AA or class AAB liquor licenses while food is being served in the establishment. Notwithstanding the foregoing, class F and class FF licensees shall be permitted to have entertainment on any night that said licensee is open to the public and for which said licensee has obtained an entertainment license.~~
- (d)(c) Licensees holding the following classes of local liquor licenses are exempt from the requirement to obtain an entertainment license prior to providing the forms of entertainment authorized by section 10-58 of this Code:
- (i) Class A or class A-B local liquor licenses with an occupancy load of 90 or fewer persons for the licensed premises;
 - (ii) Class G local liquor licenses;
 - (iii) Class H local liquor licenses;
 - (iv) Class I local liquor licenses; and
 - (v) Class J local liquor licenses.
- (d) Notwithstanding subsection (c), any Class A, Class A-B, and Class G local liquor licensee shall remain subject to the municipal amusement tax for any event for which

the licensee charges an admission fee whether at the door or by other means as set forth in section 14-128 of this Code.

(e) Entertainment license suspension and revocation. Whenever any local liquor licensee issued an Entertainment License under this section violates any of the sections of the Town Code including, but not limited to, a violation of the entertainment regulations provided hereunder, in addition to the penalties for such offense, the Town may suspend the Entertainment License and any other license upon serving notice to the Licensee. The Town may further revoke the Entertainment License after a hearing held in accordance with Chapter 2, Article VII of this Code.

Section 3.01 Amendment to Chapter 14, Section 14-32.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-32, which Section shall be amended as follows:

Sec. 14-32. - Required.

No person, either as owner, lessee, manager, officer or agent, shall give, conduct, produce, present or offer for gain or profit any of the classes of theatricals, shows and amusements ~~mentioned section 14-33~~ at any place within the town limits without first having procured a license for the conduct thereof, except as set forth in sections 10-72(c) and/or 14-33 of this Code. No person, either as owner, lessee, manager, officer or agent, shall give, conduct, produce, present or offer any musical concert at any venue in the Town of Cicero, regardless of license classification, where the Superintendent of Police has determined that, based on credible evidence, such musical concert presents a clear and present danger to the health, safety and welfare of the general public, a serious and imminent threat to the lives of police officers of the Town of Cicero or a grave and unjustifiable risk to the destruction of property of residents and business owners. The Superintendent of Police shall promulgate rules and regulations regarding the implementation of this Section that shall include, without limitation, procedures for providing notice to the individual or entity giving, conducting, producing, presenting or offering a musical concert that is prohibited pursuant to this Section.

Section 3.02 Amendment to Chapter 14, Section 14-33.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-33, which Section shall be amended as follows:

Sec. 14-33. – Entertainment License.

An Entertainment License is required for All all theatricals, shows, disc jockeys, bands, musical performances, comedy shows, amusements and other entertainments that are offered, operated, presented or exhibited for gain and to which the public is required to pay an admission fee are divided into six classes, which shall be known as the first, second, third, fourth, fifth and sixth classes as follows at any establishment that has a local liquor license for the fee as set forth in section 14-128 of this Code. Entertainment Licensees remain subject to all applicable business licensing fees and the municipal amusement tax as set forth in section 14-128 of this Code.

~~(1) Class one. Class one entertainments include all entertainments of a theatrical, dramatic, operatic, vaudeville, character and all entertainments consisting of moving pictures projected on screens by means of moving picture machines. The rate for any period of six months or less shall be one half of the respective annual fee provided in subsections (1)a through (1)d of this section. Every such license shall expire on June 30 next after its issuance. The annual license fee for this class of entertainment shall be rated according to the seating capacity and rate of admission charged, as follows:~~

~~a. Seating capacity of 600 or less, \$200.00.~~

~~b. Seating capacity of more than 600 but not exceeding 1,200, \$300.00.~~

~~c. Seating capacity of more than 1,200 but not exceeding 1,500, \$400.00.~~

~~d. Seating capacity of more than 1,500, \$500.00.~~

~~e. Outdoor theaters. There shall be a charge of \$0.50 per annum per automobile capacity in the outdoor theater. The automobile capacity shall be measured on the basis of installed audiophones or other hearing devices that may be used by automobiles at the outdoor theater. However, there shall be a minimum charge of \$1,000.00 per year for each outdoor theater where the capacity is 2,000 or fewer automobiles. This license shall be payable annually.~~

~~(2) Class two. Class two entertainments are all entertainments and exhibits consisting of vocal or instrumental music, lectures, readings or recitations, exhibits of paintings, stereopticon views, museums, exhibits, or statuary and of art, electrical and mechanical shows. The license fee for this class of entertainment shall be \$5.00 for each entertainment.~~

~~(3) Class three. Class three entertainments are all grounds, gardens or other enclosures commonly known and described as picnic grounds and summer gardens. The license fee for this class of entertainment shall be \$25.00 per annum.~~

~~(4) Class four. Class four entertainments are all circuses, carnivals, menageries, wild west shows, dog and pony shows and all shows under canvas. The license fee shall be \$50.00 per day.~~

~~(5) Class five. Class five entertainments are all entertainments consisting of pony and animal rides, swings, merry go rounds and all devices operated by motive or animal power. The license fee for each device or entertainment shall be \$5.00 per day.~~

~~(6) Class six. Class six entertainments are meetings held within actual enclosures of fair or racetrack associations that are incorporated under the laws of the state; meetings held in any place in any race meeting grounds or enclosures at which the parimutuel or certificate system of wagering by patrons on the races may be conducted and supervised (provided, however, no licensee shall knowingly permit any minor to be a patron of the parimutuel or certificate system of wagering conducted or supervised by it); and meetings whereat horses and other livestock or dogs or other domestic animals are exhibited for prizes, or awards. All of such classes of meetings are declared to be lawful and shall belong to and be known as entertainments of the sixth class. The license fee for such class of entertainment shall be \$25.00 per day.~~

Section 3.03 Amendment to Chapter 14, Section 14-34.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-34, which Section shall be amended as follows:

Sec. 14-34. – ~~Collector~~ Business License Director to classify and charge fees.

The ~~director of special events~~ business license director shall determine in every case, where application for any license required under this article is made, the class to which the entertainment belongs and the person to whom the license may be granted, who shall pay the ~~license tax or entertainment license~~ fee fixed in this article for such license to the business license ~~officer~~ director.

Section 3.04 Amendment to Chapter 14, Section 14-35.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-35, which Section shall be amended as follows:

Sec. 14-35. – Application; inspections; issuance.

- (a) Any person desiring to produce, present, conduct, operate or offer entertainment for gain or profit ~~any of the classes of entertainment mentioned in section 14-33~~ shall make application to the ~~director of special events~~ business license director, or his or her designee, at the ~~office of the business license officer~~ business license department containing the following:
- (1) The name and residence of the applicant, if an individual, and all the names and addresses of all the members of the firm, if a copartnership, or the names and residences of the principal officers, if a corporation;
 - (2) A description of the premises where it is proposed to produce, present, conduct, operate such entertainment;
 - (3) A description of the kind ~~and class~~ of entertainment;
 - (4) The highest price to be charged for admission ~~thereto~~ if applicable; and
 - (5) The occupancy and seating capacity to such place.
- ~~(b) Upon payment to the business license officer of the license fee as provided in this article, the director of special events shall refer the application to the commissioner of public health who shall make an inspection and satisfy himself that the applicant has complied with the state laws and town ordinances regulating health, safety and sanitation and that the place is fit and suitable for the conduct of the proposed entertainment. The director of code enforcement shall make an inspection to determine whether the applicant has complied with the town building ordinances and has provided the required number of exits and other means of safeguards of the public as provided by town ordinances.~~
- ~~(c) (b) When the applicant shall have complied with all requirements of this article and ordinances relative to health requirements and building ordinances, the director of special events~~ business license director shall issue or cause to be issued to such applicant a license to produce, present, conduct or operate the entertainment for which application is made.

Section 3.05 Amendment to Chapter 14, Section 14-38.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-38 as follows:

Sec. 14-38. - Revocation.

~~If at any time after granting a license required by this article the building commissioner, the commissioner of public health, the fire marshal or the superintendent of police shall~~

~~certify to the president and board of trustees that the person to whom such license is granted has violated any section of this article or any town ordinance, such license may be revoked by the president and board of trustees. See section 10-72(e).~~

Section 3.06 Amendment to Chapter 14, Section 14-39.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-39 as follows:

Sec. 14-39. – Reserved. ~~Frontage consents required; restrictions on location.~~

~~(a) It shall be lawful for any person to produce, present or carry on any of the entertainments of any of the classes of entertainments listed in section 14-33 on any street in the town, except such streets as are commonly known as business streets, or where one half of the buildings on both sides of the street are used for business purposes, without the written consent of two thirds of the property owners, according to the frontage on both sides of the streets in such block.~~

~~(b) None of the classes of entertainments shall be produced, offered or carried on within 200 feet of any hospital, church or building used exclusively for educational purposes.~~

Section 3.07 Amendment to Chapter 14, Section 14-97.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-97 as follows:

Sec. 14-97. - Penalty for violation; revocation of license.

Any person who shall violate any section of this article shall be fined as provided in section 1-12. The president is authorized, if any person licensed under this article shall violate any section of this article or shall violate any of the general town ordinances or laws of the state relating to the conduct of such place or upon the request of the superintendent of police or of the ~~board of trustees~~ business license director if it shall be found that such place of amusement is improperly conducted, to revoke or suspend any such license issued under this article and under section 10-72 as applicable.

Section 3.08 Amendment to Chapter 14, Section 14-98.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution or Town Code section to the contrary, by amending Chapter 14, Section 14-98 as follows:

Sec. 14-98. - License.

(a) *Required.* No person shall manage, conduct, operate or carry on a public place of amusement without first having obtained a business license for said public place of amusement. Additionally, any business which holds a local liquor license shall be required to obtain a separate Entertainment License if it offers or allows entertainments and/or amusements on premises, except as set forth in section 10-72 of this code.

(b) *Application; approval.* The application for such Entertainment License for the business of managing, conducting, operating or carrying on a public place of amusement where the applicant also holds a local liquor license shall conform to the general provisions of chapter 26 relating to applications for licenses, and shall specify the location of the building or place in which it is proposed to keep such public place of amusement, the number of square feet of floor area, and the seating capacity of such building or other place, and the occupancy limit of each separate entertainment space for which a license is sought. Every such application shall be approved by the superintendent of police, the building commissioner and the ~~commissioner of public health~~ director of the health department before a license shall be issued.

(c) *Denial.* If the place at which it is desired to conduct, produce, present, operate or offer a public place of amusement is not a fit or proper place and is not constructed, maintained, operated or conducted in accordance with the town ordinances governing and controlling the place or if the amusement or entertainment desired to be produced or offered is of an obscene or dangerous character or if the person making application for a license is not of good moral character, the president may refuse to approve such application, and no license shall be issued by the ~~town collector~~ business license director except upon the approval of the president.

(d) *Term.* Every license for a public place of amusement issued under this section shall expire on June 30 after its issuance.

(e) *Annual Entertainment License Fees.*

(1) The Entertainment License ~~license~~ fee shall be the annual license fee payable in advance before the issuance of the license. If, at the time of the application for a license less than three months of the current license year shall have expired, the applicant shall be required to pay the full annual license fee; if three months but less than nine months of current license year shall have expired, the applicant shall be required to pay one-half of the annual license fee; if nine months or more of the current license year shall have expired, the applicant shall be

required to pay one-fourth of the annual license fee. No Entertainment License license shall be issued for less sum than one-fourth of the annual license fee.

~~(2) The annual license fee for a public place of amusement, which shall consist of the performance of any exhibition, show or other amusement, shall be in an amount as provided in section 26-101.~~

~~(3) The annual license fee for such public place of amusement where the amusement shall consist of an orchestra, solely, shall be in an amount as provided in section 26-101.~~

Section 3.09 Amendment to Chapter 14, Section 14-126.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 14, Section 14-126 as follows:

Sec. 14-126. – Definitions; Exemptions.

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

Amusement means any and all anticipatory, spectator and exhibitivite entertainments, including, but not limited to, the following activities: theatrical, dramatic, musical, or spectator performances; motion picture shows; carnivals; amusement park rides; circuses; rodeos; athletic contests; sports or games, including boxing, wrestling, tennis, racquetball, handball, golf, billiards and pool games; ~~physical fitness centers~~; video movies; video games; video gaming terminals; pinball games; including the giving of lessons or demonstrations of any of such activities characterized as amusements under this article. Licensed horse race meetings, as those terms are defined by the Illinois Horse Racing Act of 1975 (230 ILCS 5/1 et seq.), are exempted from this article.

Gross receipts means all fees or charges received in the form of fees or charges from admission to any facility and/or use or rental of any facility or equipment for the purpose of witnessing, participating in, or utilizing any amusement, regardless of whether such fees or charges are characterized as admission fees, membership fees, use charges, rental or service charges. Gross receipts shall be exclusive of any tax imposed by the United States government, the state or any other governmental unit. A fee or charge which entitles the patrons in any amusement operated within the corporate limits to bona fide services in addition to or unrelated to the witnessing or participating in the amusement shall not be subject to the tax provided for this article except, however:

(1) Where a fee or charge is comprised of identifiable components, packages or tiers, the tax provided for in this article shall be imposed on any such components, packages or tiers which provide solely for admission to any facility and/or the use of any facility or equipment for the purposes of witnessing or participating in any amusement; and

(2) Where a single fee or charge for admission to any facility and/or use of any facility or equipment for the purpose of witnessing or anticipating in any amusement also entitles the patron of the amusement to the incidental use of parking, restaurant, bar, refreshment, locker room, changing room, washroom and/or shower facilities or services, the tax provided for in this article shall be imposed on such fee or charge, provided the predominant activity of such facility is an amusement.

Horse racing, horse race meeting, race meeting and meeting mean the same as provided in the Illinois Horse Racing Act of 1975, 230 ILCS 5/1 et seq.

Person includes any individual, firm, partnership, association, joint stock company, joint venture corporation, but shall not include governmental entities or not-for-profit corporations.

~~*Physical fitness center* means any person offering physical fitness services to the public, including instruction, training or assistance in physical culture, body building, exercising, weight reducing, figure development, self defense training or any similar activity; or the use of the facilities of a physical fitness center for any of such activities; or membership in any group forum by a physical fitness center for any of such purposes.~~

Strolling musician means any musician or group of musicians that performs live music tableside for the entertainment of patrons at any restaurant where full and complete meals, including a lunch or dinner menu, are being served at the time of the performance. No strolling musician may be seated during his or her performance, except as may be required for bona fide medical necessity. ~~All strolling musician performances shall cease at 10:00 p.m. Sunday through Thursday. Strolling musicians may perform until the close of the hosting restaurant on Friday and Saturday.~~

Terminal operator means any individual, partnership, corporation, or limited liability company that is licensed under the Video Gaming Act, 230 ILCS 40/1 et seq., and that owns, services, and maintains video gaming terminals for placement in licensed establishments, licensed truck stop establishments, licensed fraternal establishments, or licensed veterans establishments.

Video gaming terminal means any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including, but not limited to, video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display

and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

Video movie means videotape or videodisc copy of a motion picture film, television show, or other similar exhibition, generally offered for sale or rental to customers.

(b) No municipality, park district, school district, other unit of local government, religious organization, or registered not-for-profit organization shall be required to obtain an Entertainment License nor shall such entity be subject to the municipal amusement tax for any entertainment or amusement event, including, but not limited to, banquets, dances, theater productions, concerts, disc jockey performances, live bands, orchestras, or carnivals which are operated for the benefit of the organization and not for gain or profit.

Section 3.10 Amendment to Chapter 14, Section 14-128.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution or Town Code section to the contrary, by amending Chapter 14, Section 14-128 as follows:

Sec. 14-128. - ~~Tax levied~~ Entertainment License Fee; Municipal Amusement Tax Levied.

(a) Fees.

(1) Local Liquor Licensees that desire to offer entertainment as set forth in Section 10-72 of this code, are required to obtain an annual Entertainment License for each entertainment space as set forth in this subsection (a). Entertainment Licensees remain subject to the municipal amusement tax as set forth in subsection (b).

<u>Occupancy</u>	<u>Annual Fee</u>
<u>90 and under Local Liquor Class A or AB</u>	<u>Exempt</u>
<u>199 and under</u>	<u>\$2,000</u>
<u>200 to 300</u>	<u>\$4,000</u>
<u>301 or higher</u>	<u>\$6,000</u>

(2) Places of public amusement or entertainment that do not hold a local liquor license shall be subject to any and all business licensing fees as set forth in section

26-101 of this code and shall remain subject to the municipal amusement tax levied in subsection (b) of this section. No separate entertainment license fee shall be due and owing for such places of public amusement which do not also maintain a local liquor license.

- (a) ~~(b)~~ In addition to other license fees and taxes, a municipal amusement tax is hereby imposed upon all persons operating amusements, where a fee is charged at the door or beforehand via other means for admission, other than motor vehicle races and except as provided in subsection ~~(bc)~~, and upon persons operating places of amusement within the corporate limits of the town. Such tax is imposed in an amount equal to six percent (6%) of the gross receipts collected as an admission fee for entry whether purchased at the door or paid beforehand with a minimum of \$1.00 per admission, in the form of fees or charges for admission to any facility and/or the use of any facility or equipment for the purpose of witnessing or participating in any amusements, irrespective of whether such fees or charges are characterized as admission fees, membership fees, service or use charges or rent. Gross receipts as defined in section 14-126 shall be exclusive of any tax imposed by the United States government, this state or any other governmental unit.
- (bc) ~~Notwithstanding the foregoing, a municipal amusement tax is hereby imposed upon all persons operating the following amusements as follows amusements as defined in Section 14-126 of this code: Reserved.~~

Disc Jockey Performance	\$200.00
Comedian Performance	\$500.00
Live Theatrical Performance	\$500.00
Live Musical Performance	\$1,000.00

~~The fee for all other live special events or performances shall \$500.00.~~

~~The payment of an amusement tax required under this subsection (b) by an amusement operator shall exempt said amusement operator from the payment of any other amusement tax required under this subsection for the same category of performance, offered by the same amusement operator, at the same venue, during the same 24 hour period.~~

~~(c) Strolling musician fee. Notwithstanding the foregoing, a municipal amusement tax of \$1,500.00 per week is hereby imposed upon any individual or entity that allows strolling musicians to entertain patrons in any restaurant owned or controlled by the individual or entity.~~

~~(d) Occupancy load must be posted in each entertainment space within an establishment as listed in the 2009 International Fire Code~~

~~(d) (e)~~ In addition to all other license fees and taxes, a municipal amusement tax is hereby imposed upon all persons operating motor vehicle races and upon persons operating ~~motor vehicle races~~ the same within the corporate limits of the town in an amount equal to five percent (5%) of gross receipts collected with a minimum of

\$1.00 per admission, in the form of fees or charges for admission to any facility and/or the user of any facility or equipment for the purpose of witnessing or participating in any motor vehicle race, irrespective of whether such fees or charges are characterized as admission fees, membership fees, service or use charges or rent. Gross receipts as defined in section 14-126 shall be exclusive of any tax imposed by the United States government, this state or any other governmental unit.

(e) (f) As distinguished from private clubs operated on a not-for-profit basis, the persons taxed under this section shall be those operating places of amusement or motor vehicle races as a business for profit, irrespective of whether such amusement or motor vehicle race is offered generally to the public or requires a membership as a precondition to participation or observation of the amusement or motor vehicle race.

Section 3.11 Amendment to Chapter 26, Section 26-101.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 26, Section 26-101 as follows:

Sec. 26-101. - Businesses and Occupations Enumerated; Amount of License Tax Levied.

The following enumerated individual license taxes shall be paid to the Town by the persons engaging in or managing or transacting the several occupations or professions named yearly, unless otherwise specified:

A
...

3. Amusements/Entertainments. See individual title. Amusement or entertainment related businesses that do not also hold a liquor license not otherwise described in this section . . . \$250.00

...

C
...

8. Circuses, carnivals, menageries, wild west shows, dog and pony shows, etc., all under canvas, see section 14-33-..... \$250.00

...

E

...

2. ~~Entertainments, see section 14 33~~ Reserved.

...

M

...

9. ~~Motion picture theaters. See section 14 33~~

(a) \$150.00 per screen

(b) \$150.00 per concession stand

...

P

...

6. ~~Picnic grounds and/or summer gardens. See section 14 33~~ Reserved.

...

T

...

5. ~~Theatrical, dramatic, operatic, vaudeville, etc., entertainments. See section 14 33~~ \$250.00

...

Section 3.12 Other Actions Authorized.

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

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 94, SECTION 94-281 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING PERMIT PARKING FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

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

WHEREAS, St. Mary of Czestochowa Parish, located at 3010 48th Court within the Town (“St. Mary’s”) has requested changes to the parking requirements for 30th Street between 49th Avenue and 48th Court within the Town to accommodate its parishioners on Sundays as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, in light of the need to provide adequate parking for the Town's residents, the Corporate Authorities have determined that the Town's regulations regarding parking should be revised in order to create more orderly traffic flow and vehicle parking within the Town; and

WHEREAS, based on the foregoing findings, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to amend Chapter 94, Section 94-281 of the Town Code as set forth herein;

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to amend Chapter 94, Section 94-281 of the Town Code to revise the Town's regulations regarding parking and to authorize the President to take any and all action necessary to effectuate the intent of this Ordinance.

ARTICLE II.
AMENDMENT TO CHAPTER 94, SECTION 94-281 OF THE CODE OF
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS

Section 3.00 Amendment to Chapter 94, Section 94-281.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by amending Chapter 94, Section 94-281 which Section shall be amended as follows:

Sec. 94-281. - Permit parking.

(a) When signs are erected giving notice thereof, in the Morton High School red zone and the Morton College blue zone, as defined in section 94-196, no person shall park any vehicle from 7:00 a.m. to 4:00 p.m., or while schools are in session except persons who are actual residents of the town and have a town vehicle sticker identifying it as being registered to an address within the zone, properly affixed to the parked vehicle.

(b) When signs are erected giving notice thereof, no person shall park any vehicle on a weekday from 7:00 a.m. to 4:30 p.m. on 48th Court, between 16th Street and the first alley to the north of 16th Street, except persons who have a town-issued vehicle hang tag, permit or sticker identifying the vehicle as being permitted to park within such area, properly displayed in the parked vehicle.

(c) When signs are erected giving notice thereof, in the Lombard Green zone as defined in section 94-196, no person shall park any vehicle in the 3300 block of 61st Court or the east side of the 3300 block of Lombard Avenue, except persons who have a town-issued vehicle hang tag, permit or sticker identifying the vehicle as being permitted to park within such area, properly displayed in the parked vehicle.

(d) When signs are erected giving notice thereof, in the pink line zone as defined in section 94-196, no person shall park any vehicle except persons who have a town-issued vehicle hang tag, permit or sticker identifying the vehicle as being permitted to park within such area, properly displayed in the parked vehicle.

(e) When signs are erected giving notice thereof, no person shall park any vehicle on a Sunday from 8:00 a.m. to 1:00 p.m. on either side of 30th Street between 49th Avenue and 48th Court, except persons who have a town-issued vehicle hang tag, permit or sticker identifying the vehicle as being permitted to park within such area, properly displayed in the parked vehicle.

(e) Any person violating the parking restrictions contained in this section shall upon conviction be fined not less than \$50.00 nor more than \$500.00 for each offense. For purposes of this section, each four-hour period that a vehicle is parked in violation of this section shall be considered a separate offense.

Section 3.02 Other Actions Authorized.

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

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



St. Mary of Czestochowa Parish

3010 South 48th Court, Cicero, IL 60804 T. 708-652-0948 parish@stmczcicero.com www.stmczcicero.com

March 2, 2022

Dear Honorable President Larry Dominick and Cicero Town Trustees,

I am writing to you on behalf of St. Mary of Czestochowa Church where I attend Mass and serve on the Parish Pastoral Council. St. Mary's is located on the corner of 30th Street and 48th Court. Though we have a parking lot in front of the church on 48th Ct. and a much smaller lot along 30th Street, we still do not have enough spots to accommodate all the parishioners especially those folks attending the 10:30 AM and 12:30 PM Sunday Masses.

There is diagonal parking on 30th Street along the side of the church building; however, most of those spots are occupied on Sunday morning way before any of the Masses start and there is no place for our parishioners to park. I wish to point out that a significant number of our folks are elderly and cannot walk very far. This summer our parish will also be uniting with Our Lady of Charity, and we expect some of those parishioners will migrate over to St. Mary's compounding the parking problem.

I am kindly asking the Town of Cicero for help in this matter. Would it be possible to reserve the diagonal parking spots on Sunday morning from 8:30 a.m. to 12:30 p.m. for church goers? During all other times, we are fine with others using the diagonal parking spots. Right now, there are signs that state "2 Hr Parking 8 AM To 8 PM", however this ordinance is not being enforced, and it's not what we are requesting. We have no problem with neighbors parking in the diagonal spots at any other time except during Sunday morning Masses. We are open to your ideas or suggestions on how we can alleviate our parking issue and make it easier for Mass goers to park near the church.

I plan on attending the upcoming Town of Cicero Board Meeting on March 8th to address any questions or concerns you may have. If you wish to speak to me in the meantime, please do not hesitate to call me at 708-218-7842. I have attached photos so that you can picture the area around the church that I am referring to.

Sincerely,
Alice Krzak
Alice Krzak
Parish Pastoral Council Board Member

Cc: Rev. Waldemar Latkowski, Pastor of St. Mary of Czestochowa Parish
Ms. Maria Punzo-Arias, Town Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN OF CICERO, ILLINOIS 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, to stimulate and induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, (the “TIF Act”), and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, the Town Board approved a redevelopment project and plan (collectively, the “Redevelopment Plan”), designated a Redevelopment Project Area (as hereinafter defined), and adopted tax increment financing (“TIF”) for the Redevelopment Project Area (collectively, the “TIF Ordinances”); and

WHEREAS, the TIF Ordinances, among other things, established a redevelopment project area known as the Town Square Redevelopment Project Area in accordance with the TIF Act for certain areas of the Town (the “Redevelopment Project Area”); and

WHEREAS, the Town is the owner of certain real property (the “Property”), as described in the real estate conveyance agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the Agreement, the Town will convey the Property to the purchaser (the “Purchaser”); and

WHEREAS, the Property is located within the boundaries of the Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-4 of the TIF Act (65 ILCS 5/11-74.4-4), the Town is authorized to acquire, own, and convey land and other property, real or personal, or rights or interests therein, located within a redevelopment project area; and

WHEREAS, the Town shall solicit alternate proposals and bids regarding the disposition of the Property as required by the TIF Act; and

WHEREAS, the Town’s conveyance of the Property to the Purchaser is consistent with and in furtherance of the Town’s powers as a home rule municipality; and

WHEREAS, based upon the foregoing, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board”, and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to convey the Property to the Purchaser to facilitate the redevelopment of the Redevelopment Project Area; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President or his designee to enter into and approve the Agreement whereby the Town will convey the Property, which will further the objectives of the Redevelopment Plan and will otherwise promote the health, safety, and welfare of the Town and its inhabitants by eradicating blight, encouraging private development, enhancing the local tax base, and increasing employment opportunities, and to further authorize the President or his designee to take any and all steps necessary to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION TO CONVEY REAL PROPERTY**

Section 3.00 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 acts taken to effectuate the intent of this Ordinance. The Town Board authorizes and directs the President or his designee to convey the Property and execute the Agreement, with such insertions, omissions, and

changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The Town Clerk or her designee shall take all other actions required by law in connection with the transaction contemplated hereunder.

Section 3.01 Other Actions Authorized.

The officers, employees, and/or agents of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to, and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the publication of such notices and the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement or the conveyance of the Property. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the transaction 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 with the provisions of this Ordinance or the Agreement are, to the extent of such conflict, hereby superseded including, but not limited to, all existing provisions, ordinances, resolutions, rules, and orders regarding the subdivision of real property.

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

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

• MEMORANDUM •

TO: THE HONORABLE LARRY DOMINICK, TOWN PRESIDENT
THE HONORABLE BOARD OF TRUSTEES

CC: THE HONORABLE MARIA PUNZO-ARIAS, TOWN CLERK

FROM: DEL GALDO LAW GROUP, LLC

DATE: APRIL 7, 2022

RE: CHANGES TO THE PURCHASE AND SALE AGREEMENT WITH
VEQUITY LLC REGARDING 3300 S. CICERO AVENUE, CICERO,
ILLINOIS

On February 22, 2022, the Board of Trustees (the “Board”) of the Town of Cicero, Illinois (the “Town”) approved a resolution for the sale of 3300 S. Cicero Avenue, Cicero, Illinois (the “Property”). The agreement for the purchase and sale of the Property (the “PSA”) was attached to and incorporated into the resolution. Subsequently, minor changes were made to the PSA. These changes are detailed below. In light of these changes, we are once again, presenting the PSA to the Board for approval.

- (a) References to “either Closing” or “each Closing” were revised in the following sections to reflect that there shall be only one Closing for this transaction.
 - a. Section 8. Prorations; Utilities. Line 3.
 - b. Section 15. Environmental Matters; No Representations or Warranties. Subsection B, lines 4 and 5.
 - c. Section 20. Brokerage. Line 15.
- (b) Section 18. Purchaser’s Representatations. Subsection A. Line 22. “Purchase” corrected to “Purchaser”.
- (c) Signature page was corrected from 2021 to 2022 for “Date” lines.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.

PURCHASE AND SALE AGREEMENT

By and Between

TOWN OF CICERO, ILLINOIS, An Illinois municipal corporation,

Seller

and

VEQUITY LLC, A Delaware series limited liability company,

Purchaser

Dated: _____, 2022

* * * * *

The mailing, submission, delivery or negotiation of this Agreement (as defined below) by Seller (as defined below) or its agent or attorney shall not be deemed an offer by Seller to enter into any transaction or to enter into any other relationship with Purchaser (as defined below), whether on the terms contained herein or on any other terms. This Agreement shall not be binding upon Seller, nor shall Seller have any obligations or liabilities or Purchaser any rights with respect thereto, or with respect to the Property (as defined below), unless and until Purchaser has executed and delivered this Agreement to Seller. Until the execution and delivery of this Agreement, Seller may terminate all negotiations and discussions regarding the subject matter hereto, without cause and for any or no reason, without recourse or liability.

* * * * *

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and effective as of the Effective Date (as defined below), by and between **VEQUITY LLC**, a Delaware series limited liability company registered to do business in Illinois (“**Purchaser**”), and the **TOWN OF CICERO, ILLINOIS**, an Illinois municipal corporation (“**Seller**”). Seller and Purchaser may, for convenience, be referred to together as the “**Parties**” and individually as a “**Party**.”

WHEREAS, Seller is the owner of that tract of real property located generally at the northwest corner of Cicero Avenue and West 33rd Place within the Town of Cicero, Illinois, consisting of approximately 2.83 acres, the exact size and boundaries of which are to be determined by the Survey (as defined below), together with any improvements thereon and all such interests, easements, rights of way and appurtenances used in connection with the beneficial use and enjoyment of the aforementioned land (collectively, the “**Property**”); and

WHEREAS, the Property is depicted as Lot 5 on the site plan (the “**Site Plan**”), attached hereto as **Schedule A-1** and as legally described as set forth in **Schedule A-2**, attached hereto and incorporated herein; and

WHEREAS, Purchaser intends to subdivide the Property (the “**Subdivision**”), construct one or more buildings on the Property, and thereafter lease the building(s) as restaurant and/or retail space, (the “**Intended Use**”) at the Property; and

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, incorporating the above Recitals and in consideration of Ten and No/100 U.S. Dollars (\$10.00), the mutual covenants and promises contained herein, the respective undertakings of the Parties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale; Purchase Price.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property. The purchase price of the Property (the “**Purchase Price**”) shall be the aggregate of Two Million, One Hundred Thousand and No/100 U.S. Dollars (\$2,100,000.00) plus or minus applicable prorations and closing costs and subject to the conditions and covenants set forth herein. The Purchase Price shall be paid as follows:
 - A. **Earnest Money.** Within five (5) calendar days after the Effective Date, Purchaser shall deposit, as earnest money, via wire transfer or certified check for the amount of Twenty-Five Thousand and No/100 U.S. Dollars (\$25,000.00) (said earnest money together with any interest earned thereon (as applicable) being referred to herein as the “**Earnest Money**”) into an escrow account pursuant to a standard form, strict joint order escrow agreement, in a form substantially similar to **Schedule B**, to be entered into by the Parties with Chicago Title Insurance Company, 5 Westbrook Corporate Center, Suite 100, Westchester, Illinois, 60154-5750, as escrowee (the “**Escrowee**” or

“**Title Company**”). At the expiration of the Inspection Period (as defined below), the Earnest Money shall become non-refundable, except in the event of a Seller default, but shall remain applicable to the Purchase Price. The Earnest Money may be invested upon the direction of Purchaser and, except as specifically set forth herein to the contrary, all interest earned thereon shall accrue to the benefit of Purchaser. The Earnest Money shall be fully refundable to Purchaser in the event that Purchaser terminates the Agreement in writing pursuant to the terms of this Agreement prior to the expiration of the Inspection Period. In the event that Purchaser fails to perform under this Agreement after the expiration of the Inspection Period or otherwise (by act or omission) defaults on any obligation under this Agreement, the Earnest Money shall be deemed non-refundable and shall be immediately forfeited and directly paid to Seller in accordance with the terms of this Agreement. The Earnest Money shall be fully refundable to Purchaser in event of Seller’s default of this Agreement including, without limitation, Seller’s failure to satisfy the Conditions Precedent to Closing (as defined below).

Notwithstanding anything in this Section to the contrary, the refund of the Earnest Money during the Extended Inspection Period (as defined below) shall be governed by Section 13 of this Agreement.

- B. Cash Balance. The balance of the Purchase Price, plus or minus Purchaser’s share of the closing costs, prorations and credits hereinafter provided for, shall be paid by Purchaser by wire transfer at the Closing (as defined below).
2. Closing. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall be held at the office of the Title Company not later than thirty (30) calendar days after the expiration of the Inspection Period, unless the Parties, by written, mutual agreement, agree to have the Closing on another date (the “**Closing Date**”). If the scheduled Closing Date does not fall on a business day, the Closing Date shall be on the next business day thereafter. The transaction contemplated by this Agreement shall be closed by means of a Deed and Money “New York Style” Escrow (the “**Closing Escrow**”) to be opened with the Escrowee on or before the Closing Date. The Closing Escrow shall be in accordance with the general provisions of the usual form of Deed and Money “New York Style” Escrow Agreement (the “**Escrow Agreement**”) currently in effect and used by the Escrowee, with such special provisions inserted in the Escrow Agreement as may be required to conform to this Agreement; provided, however, (i) nothing shall prohibit either Seller or Purchaser from providing their own separate escrow instructions in lieu of a joint Escrow Agreement and (ii) in the event of a conflict between the terms of this Agreement, the Closing Escrow (or any additional or collateral escrows opened hereunder) and/or the Escrow Agreement (or any separate escrow instructions of a party), the terms of this Agreement shall in all instances control. At the Closing, Purchaser shall pay to Seller the balance of the Purchase Price as provided in Section 1(B) above, plus or minus Purchaser’s share of the Closing costs, prorations and credits hereinafter provided for, by wire transfer.

3. Conditions Precedent to the Closing.

A. Purchaser's obligation to Close on the Property herein shall be contingent upon the following in addition to other matters set forth in this Agreement (collectively, the "**Conditions Precedent to Closing**"):

- i. This Agreement not being previously terminated pursuant to its terms and conditions;
- ii. The Inspection Period having expired or been waived;
- iii. Seller having satisfied all other conditions precedent to the Closing that are required to be satisfied by Seller in advance of Closing under the terms of this Agreement;
- iv. Purchaser having received all necessary governmental approvals for the Subdivision of the Property and the development of the Property for Purchaser's Intended Use after timely submission of all necessary applications and the payment of all associated fees; and
- v. Receipt from the Title Company of a commitment for an ALTA Form 2006 Owner's Policy of Title Insurance (the "**Title Policy**") committing to insure the title of the Property in the amount of the Purchase Price (the "**Title Commitment**") and "mark-up" of the same at Closing.

B. Seller's obligation to close herein shall be contingent upon the following in addition to other matters set forth in this Agreement:

- i. This Agreement not being previously terminated pursuant to its terms and conditions;
- ii. Purchaser having satisfied all other conditions precedent to the Closing that are required to be satisfied by Purchaser in advance of Closing under the terms of this Agreement;
- iii. Purchaser having successfully applied for and received all necessary governmental approvals for the Subdivision of the Property (provided that Seller acts reasonably and timely in evaluating such applications in accordance with all applicable Laws); and
- iv. Purchaser having performed all of Purchaser's obligations hereunder, including, without limitation, the payment of the Purchase Price.

4. Seller's Deliveries at the Closing. At the Closing, Seller shall deliver to the Escrowee or Purchaser directly the following documents and items, each in a form mutually agreed to by the Parties:

- A. A special warranty deed (the “**Deed**”) in the form substantially similar to that set forth in **Schedule C** conveying the Property from Seller to Purchaser and subject only to the Permitted Exceptions (as defined below) or such other exceptions as expressly agreed to herein (and which Deed shall also convey and include within its legal description any beneficial easements separately insured by the Title Company in the Title Policy);
 - B. If (i) the legal description on Survey shall differ from the legal description originally attached hereto or from the record legal description and (ii) the Property is conveyed to Purchaser prior to Subdivision being completed, then Purchaser may request and Seller shall have an obligation to deliver at Closing a quitclaim deed, in proper recordable form (in addition to the Deed) with the legal description of the quitclaim deed based on and conforming to the Survey (the “**Quitclaim Deed**”);
 - C. A Certificate of Non-Foreign Status of Seller, as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that Seller is not a foreign transferor and which is in a form and substance reasonably satisfactory to Purchaser;
 - D. An ALTA Statement and a personal “Gap” undertaking, if required by the Title Company to effectuate a “New York Style” Closing;
 - E. Such proof of Seller’s authority and authorization to enter into this transaction as may be required by the Title Company;
 - F. Any and all reasonable and customary documentation necessary to complete the transaction contemplated herein; and
 - G. Possession (and use, as applicable) of the Property, free of parties in possession (except as specifically set forth herein or as otherwise mutually agreed to by a written agreement of the Parties) and reasonably free of personal property and Debris (as defined below), in the same condition as of the Effective Date (as defined below) (excepting normal wear and tear and environmental remediation).
5. Purchaser’s Deliveries at the Closing. At the Closing, Purchaser shall deliver to the Escrowee or Seller directly the following, each in a form mutually agreed to by the Parties:
- A. The balance of the Purchase Price in accordance with the Agreement, plus or minus Purchaser’s share of the Closing costs and prorations and credits hereinafter provided;
 - B. An ALTA Statement and a personal “Gap” undertaking, if required by the Title Company to effectuate a “New York Style” Closing;
 - C. Such proof of Purchaser’s authority and authorization to enter into this transaction as may be required by the Title Company including, but not limited to, a corporate resolution; and

- D. Any and all reasonable and customary documentation necessary to complete the transaction contemplated herein.
6. Joint Deliveries at the Closing. At the Closing, the Parties shall jointly deliver the following fully-executed documents to the Escrowee:
- A. State, county and municipal Transfer Tax Declarations, to the extent required by law;
 - B. Five (5) original closing statements prepared by Seller in a manner which reflects the terms and conditions of this Agreement, as applicable;
 - C. Any and all other documents reasonably required to effectuate the transaction contemplated herein; and
 - D. All documents or other deliveries reasonably and customarily required to be made by Purchaser or Seller at the Closing.
7. Allocation of Closing Costs and Expenses/Municipal Approval. Seller shall be liable for the following expenses: (A) the cost of obtaining the Title Policy (as defined below) but excluding any endorsements, unless Seller elects to purchase such endorsements to correct any Unpermitted Exceptions (as defined below); (B) the cost to record any instruments necessary to clear Seller's title; (C) one-half (1/2) of the total cost of the escrow services; (D) one-half (1/2) of the total cost of the Closing Escrow; (E) one-half (1/2) of the total cost of the "New York Style" closing fee; and (F) the total cost of any state, county and municipal transfer taxes applicable to this transaction. Purchaser shall bear the following expenses: (A) the cost of any recording fees with respect to the Deed; (B) one-half (1/2) of the total cost of the escrow services; (C) one-half (1/2) of the total cost of the Closing Escrow; (D) one-half (1/2) of the total cost of the "New York Style" closing fee; and (E) the charges for any endorsements required by Purchaser. The cost to record documents to be recorded pursuant to this Agreement shall be shared by the Parties. Each Party shall be liable for the payment of its own legal fees.

Notwithstanding the foregoing, the Parties acknowledge that as Seller is a governmental entity, this transaction is exempt from any state, county or municipal real estate transfer tax pursuant to 35 ILCS 200/31-45(b)(1) and The Code of Ordinances of the Town of Cicero, Illinois. Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and Cook County.

8. Prorations; Utilities. The Property is currently owned by a governmental entity. A property tax exemption complaint was filed for the Property. No proration for real estate taxes shall be made at Closing. All prorations shall be deemed final, but the obligations of the Parties intended to take place after the Closing shall survive the Closing. Notwithstanding the foregoing, Seller shall be solely responsible for the satisfaction, whether through payment or through successful prosecution of an application to void the same, of any and all real property taxes, from whatever source, that accrue on the Property prior the Closing, and Purchaser shall be solely liable for any real estate taxes which accrue on the Property after

the Closing. After the Closing, Seller and Purchaser shall make proper notification to the Cook County, Illinois assessor that the Property should be removed as an exempt property from the tax rolls. The Property has no current utility accounts. Connections for natural gas, water, storm and sanitary sewer are located at or near the boundaries of the Property and existing electrical service extends along Cicero Avenue as depicted in the utility location map available for review by the Parties.

9. Title Insurance, Survey and Documentation.

- A. Title Commitment. Within thirty (30) calendar days after the Effective Date, Seller shall, at its sole cost and expense, deliver or cause to be delivered to Purchaser a commitment for ALTA Form 2006 Owner's Title Insurance Policy (the "**Preliminary Commitment**"), together with the underlying documentation supporting any proposed exception(s) to coverage (commonly referred to as the Schedule B Title documents), issued by Title Company in the amount of the Purchase Price showing title to the Property in Seller. At the Closing, Seller shall direct the Title Company to issue the Title Policy, subject only to the Permitted Exceptions.
- B. Survey and Plat of Subdivision. As a material inducement to Seller undertaking its obligations in this Agreement, the Seller hereby consents to and Purchaser hereby agrees to file all necessary petitions and applications to undertake the Subdivision of the Property at Purchaser's sole cost and expense. Within ninety (90) calendar days after the later of (i) the date Seller delivers to Purchaser the Preliminary Commitment and (ii) the Effective Date, Purchaser shall, at its sole cost and expense, cause the completion of a "**Survey**" and a "**Plat of Subdivision**" of the Property by a land surveyor licensed in the State of Illinois. The Survey shall be certified for the benefit of Purchaser, Purchaser's lender, if any, and the Title Company and shall be in sufficient form so as to allow the Title Company to issue an extended coverage endorsement and waive the five (5) general exceptions, if required by Purchaser, and shall show the topography and square footage of the Property. Purchaser shall provide a copy of the Survey and the Plat of Subdivision to Seller within one (1) business day after Purchaser's receipt of the same. Purchaser shall take all necessary steps to obtain any and all governmental approvals of the Town of Cicero, Cook County, and any other applicable governmental unit or agency to subdivide the Property as discussed herein. Purchaser shall bear any and all costs associated with said governmental approvals and recording fees.
- C. Documentation. Within fifteen (15) calendar days after the Effective Date, Seller shall provide to Purchaser all site plans and specifications, previous environmental reports, soil reports, existing governmental permits/approvals, zoning information, real property tax information, existing surveys, the current Phase I environmental study, if any, and any other documents, which are in Seller's possession or readily available relating to the Property without independent search or review for the documents.
- D. Return of Documentation. Purchaser shall return all documents, and any and all copies of such documents, provided by Seller under this Section in the event that this

Agreement is terminated for any reason other than a Seller default. Seller makes no representations or warranties as to the accuracy of any and all documents provided to Purchaser relating to the Property. Purchaser hereby acknowledges that the receipt of any and all documentation relating to the Property shall not abrogate Purchaser's obligation to perform its own inspection and due diligence obligations pursuant to this Agreement.

- E. Confidentiality. Both Parties hereby acknowledge that Seller, as a unit of local government, is subject to the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*) and other applicable state and federal laws which may require the disclosure of this Agreement and related documents.
10. Title Approval. Purchaser shall have a period of twenty (20) calendar days following the later receipt of: (a) the Preliminary Commitment and of all documents of record listed therein; and (b) the Survey to review such items and deliver to Seller a notice of the objections that Purchaser may have to anything contained or set forth in or disclosed by the Survey or the Preliminary Commitment ("**Unpermitted Exceptions**"). If Purchaser shall expressly waive any objection to or fail to object to any Unpermitted Exception in the manner and time frame set forth herein, said Unpermitted Exception shall be deemed a "Permitted Exception." If Purchaser timely delivers notice of any Unpermitted Exception to Seller, Seller may within five (5) calendar days after receipt of said notice, elect to eliminate or satisfy the Unpermitted Exception(s) to the satisfaction of Purchaser. If Seller is unable or unwilling to correct any Unpermitted Exception within the five (5) calendar day period, Seller shall be deemed to have elected not to make such cure, in which event Purchaser shall have the right, at its election and as its sole and exclusive remedy, within three (3) calendar days after the expiration of Seller's five (5) calendar day cure period, to: (a) waive any and all Unpermitted Exceptions and accept title to the Property subject to such Unpermitted Exceptions (in which event such Unpermitted Exceptions and any exceptions not objected to by Purchaser shall be deemed "**Permitted Exceptions**") and deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount up to Ten Thousand and No/100 U.S. Dollars (\$10,000.00) if Seller does not do so; or (b) terminate this Agreement. In the event that Purchaser elects or is deemed to have terminated this Agreement, the Escrowee shall be authorized to immediately deliver to Purchaser the Earnest Money, this Agreement shall terminate, and neither Party hereto shall have any further obligations or liability under this Agreement, except as otherwise provided to the contrary in this Agreement. The documents required to be recorded hereunder, if any, shall be deemed Permitted Exceptions. Notwithstanding the foregoing, Purchaser shall continue to have the right to object to items that are not disclosed in the Preliminary Commitment, or Survey, up until the Closing, and in the event that there are any intervening title exceptions or encumbrances revealed by a title update on or prior to the Closing which: (i) first arise on or after the effective date of the Preliminary Commitment or Survey; and (ii) which are not caused by Purchaser, an Assignee (as defined below) or the respective employees, contractors, or other agents of Purchaser or an Assignee (the "**Intervening Encumbrances**"), then Purchaser shall advise Seller of same and the Closing shall be delayed to allow Seller an opportunity to cure, remove, release or satisfy the Intervening Encumbrances. If Seller determines that it cannot or will not remedy the Intervening Encumbrances, then Purchaser may at its sole discretion exercise any options available to

Purchaser in Section 13.

11. Inspection/As Is. This Agreement is for the sale and purchase of the Property, and any and all personal property and fixtures located therein and thereon, in "AS IS" condition as of the Effective Date as set forth in detail below. Except as otherwise set forth herein, Purchaser acknowledges that no representations, warranties or guarantees with respect to the condition of the Property and/or personal property and fixtures have been made by Seller. Notwithstanding the foregoing, commencing after the expiration of the TIF Notice Period (as defined below) and expiring one hundred twenty (120) calendar days after the TIF Notice Period has expired ("**Inspection Period**"), Purchaser, at its sole cost and expense, shall have the right to take any and all reasonable and customary steps to inspect the Property and study the feasibility of the construction and operation of the Intended Use, including; (i) investigating and studying the Property, including and without limitation commissioning studies, surveys, soil borings, structural assessments and environmental assessments; (ii) making applications for and obtaining all necessary permits, zoning, design standards, subdivision and other governmental approvals for the construction and operation of the Intended Use, to the extent the same are ripe for issuance prior to the Closing (collectively, the "**Governmental Approvals**"); (iii) receiving an irrevocable funding commitment from an institutional lender or equity investor on terms acceptable to Purchaser (the "**Financing Approval**"); and (iv) otherwise inspecting the Property, including a review of the accessibility of the same.

Seller shall make the Property available to Purchaser's agents or contractors at reasonable times; provided, however, that in no event shall Purchaser or its agents or contractors conduct any physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Property (collectively, "**Physical Testing**"), without Seller's prior written consent, which may be provided to Seller via email, and which consent shall not be unreasonably withheld, conditioned or delayed. If Purchaser desires to conduct any Physical Testing of the Property, then Purchaser shall submit to Seller, for Seller's approval, a detailed written description of the scope and extent of the proposed Physical Testing. If Seller does not approve the Physical Testing or approves only a portion thereof, Purchaser may, at its option, by written notice to Seller, elect to either: (a) terminate this Agreement; or (b) conduct during the Inspection Period that portion of the Physical Testing, if any, approved by Seller. In no event shall Seller be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property, including without limitation any environmental remediation recommended by any Physical Testing. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents or contractors during any entry, inspection and/or testing of the Property or any portion thereof. Purchaser shall provide to Seller, at no cost to Seller, copies of the results of the Physical Testing.

Prior to Purchaser or its agents or contractors entering the Property for any purpose, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, deliver to Seller evidence of, the following insurance coverage: general liability insurance with an endorsement for automobile coverage, from an insurer reasonably acceptable to Seller, in the amount not less

than One Million and No/100 U.S. Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser, its agents or contractors in connection with the Inspection Period, including without limitation the Physical Testing.

Purchaser, its agents and contractors shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) not injure or otherwise cause bodily harm to Seller, its agents, contractors or employees; (c) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (d) not permit any liens to attach to the Property by reason of the exercise of its rights under this Agreement or otherwise; and (e) reasonably restore the condition in which the same was found before any such inspection or tests (including without limitation any Physical Testing) were undertaken (which restoration obligation shall survive the termination of this Agreement). Purchaser shall, at its sole cost and expense, comply with all federal, state and local laws, statutes, rules, regulations, ordinances or policies (collectively, "**Law**") in conducting its inspection (including without limitation any Physical Testing) of the Property. Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its elected and appointed officials, officers, employees, agents and attorneys of each of them, and their respective heirs, successors, personal representatives and assigns, harmless from and against any and all claims, demands, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, suits, obligations, payments, costs and expenses (including but not limited to attorneys' fees and costs) known or unknown, foreseen or unforeseen that may arise out of or are in any way connected with: (i) the acts or omissions of Purchaser or any agent or contractor of Purchaser in, on or about the Property and (ii) Purchaser's actions pursuant to this Section; provided, however, that the preceding indemnification shall not apply or extend to either (1) the mere discovery or legally required disclosure (or the consequences of such mere discovery or disclosure) of a pre-existing environmental or physical condition at the Property or (2) the acts or omissions of Seller and its employees, contractors, agents and representatives.

The provisions of this Section shall survive the Closing or the termination of this Agreement and shall not merge with the Deed.

12. Extended Inspection Period. Provided Purchaser is not in default, has deposited the Earnest Money with Escrow Agent, and has made application for all of the Governmental Approvals and the Financing Approval (the "**Conditions Precedent to Extension**"), Purchaser may extend the Inspection Period for up to one additional period of sixty (60) days (the "**Extended Inspection Period**") for the limited purpose of obtaining the Governmental Approvals and/or the Financing Approval. To exercise this option, Purchaser shall notify Seller in writing prior to expiration the Inspection Period that it has not obtained one or more of the Governmental Approvals or the Financing Approval and elects to so extend the Inspection Period, and shall be a conclusive waiver of all other Inspection rights or Termination rights as set forth under Section 13. The Purchaser shall be required to deposit the sum of \$25,000 in the Escrow to so extend the Inspection Period as set forth above. This addition deposit shall be treated in all respects as additional Earnest Money.

Except as provided in this Section 12 and in Section 13 of this Agreement, the phrase “Inspection Period” shall be read to include the Extended Inspection Period unless the context clearly indicates otherwise.

13. Termination & Satisfaction.

- A. In the event that Purchaser’s inspection(s) of the Property or study of the feasibility of the construction and operation of the Intended Use reveals that the condition of the Property, improvements, fixtures or personal property to be conveyed or transferred is unacceptable to Purchaser, in its sole and absolute discretion and with or without cause, and Purchaser so notifies Seller within the Inspection Period, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser.
- B. The Earnest Money shall remain fully refundable to Purchaser if Purchaser terminates the Agreement prior to the expiration of an Extended Inspection Period due to its failure to obtain the Governmental Approvals. The Earnest Money shall be forfeited to Seller in the event that Purchaser terminates the Agreement during or after the expiration of an Extended Inspection Period for any reason other than Purchaser’s failure to obtain the Governmental Approvals.
- C. Failure of Purchaser to so notify Seller or to conduct said inspection(s) operates as a waiver of Purchaser’s right to terminate this Agreement under this paragraph and this Agreement shall remain in full force and effect.
- D. The Parties agree and acknowledge that the Property is located in a Tax Increment Financing (“TIF”) District within the Town. Pursuant to the TIF Act (65 ILCS 5/11-74.4-1, *et seq.*), the Town is required to and shall solicit alternate proposals and bids regarding the disposition of the Property for a period of not more than ten (10) business days after the Effective Date (the “TIF Notice Period”). In the event that the Town receives a superior proposal for the disposal of the Subject Property, the Town shall have the right to terminate the Agreement upon providing written notice to the Purchaser within two (2) business days after the opening of alternative bids. In the event that the Town elects to terminate the Agreement in accordance with this subsection, the Purchaser shall be entitled to a refund of the Earnest Money. The Parties agree that the Inspection Period shall not commence until after the TIF Notice Period has expired.
- E. If this Agreement is terminated for any reason other than Seller default, then within three (3) business days after such termination, Purchaser shall return to Seller, all copies and originals of all documents and any other information or materials provided to Purchaser by or on behalf of Seller.
- F. The provisions of this Section shall survive the Closing or the termination of this Agreement and shall not merge with the Deed.

14. As Is and Release. **PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE,**

DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, SUBSURFACE AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY OR THE VALUE OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 (CERCLA), AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, THE SALE OF THE PROPERTY AS PROVIDED FOR IN THIS AGREEMENT IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

EFFECTIVE AS OF THE CLOSING DATE, PURCHASER ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, WAIVES ITS RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES, SELLER, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND ATTORNEYS OF EACH OF THEM, AND THEIR RESPECTIVE HEIRS,

SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, SUITS, OBLIGATIONS, PAYMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS) KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN THAT MAY ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY, (II) THE CONDITION OF TITLE TO THE PROPERTY, (III) THE PRESENCE ON, UNDER, ABOUT, OR MIGRATING TO OR FROM THE PROPERTY OF ANY HAZARDOUS MATERIAL (AS DEFINED IN SECTION 20); (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAW INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS (AS DEFINED IN SECTION 20); (V) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (VI) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE OR ADEQUACY FOR ANY PARTICULAR PURPOSE; (VII) THE PRESENCE OF ANY HAZARDOUS MATERIAL (AS DEFINED BELOW) IN, ON, UNDER, ABOUT OR MIGRATING TO OR FROM THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY OR THE EXISTENCE OF ANY SUBSURFACE STRUCTURES, INCLUDING UNDERGROUND TANKS, SEWERS, SUMPS, CONTAINERS OR CONDUITS IN, ON, UNDER, BENEATH OR ABOUT THE PROPERTY; EXCEPT SUCH AS ARISES OUT OF BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT. THE TERMS AND PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT. PURCHASER HEREBY AGREES THAT, IF AT ANY TIME AFTER THE CLOSING, ANY THIRD PARTY OR ANY GOVERNMENTAL AGENCY SEEKS TO HOLD PURCHASER RESPONSIBLE FOR THE PRESENCE OF, OR ANY LOSS, COST OR DAMAGE ASSOCIATED WITH, HAZARDOUS WASTES IN, ON, ABOVE OR BENEATH THE PREMISES OR EMANATING THEREFROM, THEN PURCHASER WAIVES ANY RIGHTS IT MAY HAVE AGAINST SELLER IN CONNECTION THEREWITH INCLUDING, WITHOUT LIMITATION, UNDER CERCLA, AND PURCHASER AGREES THAT IT SHALL NOT (I) IMPEAD SELLER, (II) BRING A CONTRIBUTION ACTION OR SIMILAR ACTION AGAINST SELLER, OR (III) ATTEMPT IN ANY WAY TO HOLD SELLER RESPONSIBLE WITH RESPECT TO ANY SUCH MATTER.

The provisions of this Section 14 shall survive the Closing or the termination of this Agreement and shall not merge with the Deed.

15. Environmental Matters; No Representations or Warranties.

- A. No Representations or Warranties. CONSISTENT WITH THE TERMS OF SECTION 14, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES

REGARDING THE ABSENCE OR PRESENCE OF ENVIRONMENTAL HAZARDS, INCLUDING BUT NOT LIMITED TO HAZARDOUS MATERIALS (AS DEFINED BELOW), WHICH MAY BE ON, IN UNDER OR MIGRATING TO OR FROM THE PROPERTY AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLIANCE OF PRIOR USES ON OR PRESENT CONDITIONS OF THE PROPERTY UNDER APPLICABLE ENVIRONMENTAL LAWS.

- B. No Obligation of Seller. Seller shall have no obligation to undertake any environmental response, remediation, removal, monitoring, investigation or other action related to any Hazardous Material or subsurface condition which: (i) is located on, at, under or migrating to or from the Property on or after Closing Date, (ii) is exacerbated after Closing by any party other than Seller; or (iii) generated or created by or as a result of Purchaser's construction, development or other activities at the Property.
- C. Definitions. "**Hazardous Material**" shall include but shall not be limited to any substance, material, or waste that is regulated by any federal, state, or local governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous substances, materials, or wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid waste" in any Environmental Law.

"**Environmental Laws**" shall mean any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, injunction or ordinance which pertains to health, safety, any Hazardous Material, or the environment (including, but not limited to, ground, air, water, or noise pollution or contamination, and underground or aboveground tanks) together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

The provisions of this Section shall survive the Closing and shall not merge with the Deed.

16. Seller's Representations. The following constitute the representations, warranties, and covenants of Seller:

- A. Seller's Authority. Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Seller hereunder. This

Agreement and all agreements, instruments and documents herein provided to be executed by Seller are duly authorized, executed and delivered by and binding upon Seller in accordance with their terms. All requisite action has been taken or obtained or will be taken prior to the Closing Date by Seller or its agent(s) in connection with entering into this Agreement and the consummation of the transactions contemplated hereby.

- B. No Conflict. The execution, delivery and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Seller is now a party or, to Seller's knowledge, by which the Property is bound or, to Seller's knowledge, any order, rule or regulation of any court or other governmental agency or official.
 - C. Government Representations & Governmental Notices. Seller makes the following warranties and representations to Seller's knowledge: Seller has not received any written notice that the Property is currently subject to a levy for a special assessment for public improvements with respect to the Property.
 - D. Leases and Occupants. There are no leases in effect for the Property, no one other than Seller has any current right to occupy any portion of the Property and the Property is vacant and unoccupied.
 - E. Subdivision and Other Approvals. Seller shall act reasonably and timely and in accordance with applicable Law in addressing all of Purchaser's petitions for subdivision, zoning and other approvals required for Purchaser's Intended Use.
 - F. Limitation of Seller's Representations. All representations and warranties made by Seller in this Agreement, unless expressly provided otherwise, shall survive the Closing for a period of six (6) months.
17. Condition of Property. Until the Closing Date, Seller shall maintain the Property substantially in the same condition it is in on the Effective Date, ordinary wear and tear and casualty damage excepted. Seller shall notify Purchaser promptly if Seller obtains knowledge of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any material respect. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any material respect. Any items of personal property remaining at the Property as of the date prior to the Closing shall be considered surrendered and abandoned by Seller and shall be deemed rubbish and debris ("**Debris**") by Purchaser. After the Closing, Purchaser shall have the full and unfettered right to remove and dispose of the Debris in any manner it deems appropriate. Purchaser shall take possession of the Property upon the Closing, and thereafter, Seller shall have no obligation to maintain or insure the Property, and Purchaser shall assume any and all liability for the Property.

18. Purchaser's Representations. The following constitute the representations and warranties of Purchaser:

- A. Intended Use. Purchaser intends to construct and operate the Intended Use at the Property. Purchaser shall construct a building or buildings approved as part of the Governmental Approvals (collectively, the “**Building**”) as a material obligation of this Agreement. Purchaser shall utilize its best efforts to lease the Building to tenants operating restaurants or for other retail uses. However, the Property shall not be used for any tax-exempt use or purpose. Any transfer documents or lease documents of Purchaser to any third party shall include this use restriction. The Building shall be minimally 51% used for a restaurant use. The Building shall comply with the Design Standards recorded against the neighboring properties. Purchaser agrees to irrevocably contribute the sum of \$150,000 to the Seller (in addition to and exclusive of the Purchase Price) to be applied to costs and expenses related to the construction and/or maintenance of a public amenity in the corporate boundaries of the Seller which may be in the form of a water feature with said contribution to be made at the Closing and payable to the Seller in the same manner as the Purchase Price. The aforementioned covenant imposes no obligation upon the Seller to so construct an amenity. If there is no existing agreement already in place governing the same, then Purchaser (or the successor end user) and Seller shall take all reasonable steps to cause Walmart (or the owner of the neighboring Walmart parcel) to maintain the access road that provides access, egress, and ingress to the Property, with maintenance in such form and manner as determined by the Seller, Purchaser, Walmart and other neighboring property owners or tenants thereof and said manner and understanding evidenced in writing. Seller will advise Purchaser within ten (10) days after the Effective Date whether any agreements relating to the use and/or maintenance of the access road are in existence. The Building (in whole or in part) shall be strictly prohibited from siting and permitting a business that obtains in excess of 20% of its revenue from a “buffet-style” restaurant (the “**Buffet Restaurant Restriction**”). The obligations of this paragraph shall run with the land and survive the Closing and not merge with the Deed. The Deed shall contain a restrictive covenant consistent with the aforesaid Buffet Restaurant Restriction and containing terms and conditions consistent with prior transactions between Seller and Purchaser.
- B. Purchaser's Authority. Purchaser has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Purchaser hereunder.
- C. Individual Authority. The individual executing this Agreement on behalf of Purchaser has the legal power, right and actual authority to bind Purchaser to the terms and conditions of this Agreement.
- D. No Conflict. The execution, delivery and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now a party, or to Purchaser's knowledge, any

order, rule or regulation of any court or other governmental agency or official. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Purchaser untrue in any material respect. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Purchaser untrue in any material respect. All representations and warranties set forth hereunder shall survive the Closing and the delivery of the Deed for a period of six (6) months.

- E. Zoning. Purchaser hereby acknowledges the terms of the Cicero Zoning Ordinance as a portion of the Law. Purchaser shall, promptly after the expiration of the TIF Notice Period, apply for sufficient relief under the Cicero Zoning Ordinance to permit Purchaser to operate the Intended Use at the Property. Seller shall promptly prosecute all necessary applications and petitions filed by or on behalf of Purchaser pursuant to this Section.
 - F. Subdivision. Purchaser hereby acknowledges that any subdivision of the Property must be approved by the Town. Purchaser shall, at its sole cost and expense, take all reasonable steps, including prosecuting all necessary applications or approvals, to subdivide the Property as discussed herein and shall promptly deliver any and all required documents, including the Plat of Subdivision, to the Town for consideration in conformance with applicable Law. Seller shall promptly prosecute all necessary applications and petitions filed by or on behalf of Purchaser pursuant to this Section.
19. Condemnation. In the event that between the Effective Date and the Closing Date any condemnation or eminent domain proceedings are initiated that might result in the taking of any part of the Property, Purchaser shall have the right to terminate this Agreement and have the Earnest Money returned to it, in which event the rights and obligations of the Parties under this Agreement shall cease with the exception of those specifically exempted therefrom pursuant to the provisions of this Agreement.
20. Brokerage. At the Closing, Seller shall pay the real estate commissions due and payable to Seller's and Purchaser's respective brokers for the purchase and sale of the Property. Seller warrants and represents to Purchaser that it has not authorized any broker to act on its behalf in respect of the transactions contemplated hereby other than Mike Pierce of Oakridge Realty, LLC and Purchaser warrants and represents to Seller that it has not authorized any broker to act on its behalf in respect of the transactions contemplated hereby. Seller shall indemnify and save Purchaser harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transaction contemplated hereby, where such claim is based on the purported employment or authorization of such broker or other person by Seller. Purchaser shall indemnify and save Seller harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transaction contemplated hereby where such claim is based on the purported employment or authorization of such broker or other person by Purchaser. Notwithstanding anything contained in this Agreement to the contrary, the terms, provisions, conditions and indemnifications of this Paragraph shall survive Closing and the delivery of the Deed or the

termination of this Agreement for a period of twelve (12) months. At the Closing, Mike Pierce of Oakridge Realty, LLC shall issue the Parties a standard form waiver of Broker's Lien.

21. Default.

A. Any of the following not cured within fifteen (15) business days following written notice of the same, will constitute an act of default hereunder by Seller:

- i. Seller's failure to deliver the Deed or any of the required documentation at the Closing;
- ii. Seller's material misrepresentation or material breach of any representation or warranty; or
- iii. Seller's failure to perform any of its material obligations hereunder to the extent any obligations are required to be performed before the Closing.

B. Any one of the following not cured within fifteen (15) business days following written notice of the same, will constitute an event of default by Purchaser:

- i. Purchaser's failure to deliver the balance of the Purchase Price or any of the required documentation at the Closing;
- ii. Purchaser's material misrepresentation or material breach of any representation or warranty; or
- iii. Purchaser's failure to perform any of its material obligations hereunder.

22. Remedies.

In the event that Seller fails to comply with any of the material obligations to be performed by Seller hereunder, on or prior to the Closing Date, and Purchaser is not in breach or default of its obligations hereunder, then Purchaser may, as Purchaser's sole remedy, elect to either: (i) terminate this Agreement and receive a refund of the Earnest Money; or (ii) seek specific performance of the Agreement. In no event shall Seller be liable to Purchaser for any third party damages including, without limitation, any loss or damage suffered by Purchaser in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the Property.

In the event that Purchaser fails to comply with any of the obligations to be performed by Purchaser hereunder, on or prior to the Closing Date, and Seller is not in breach or default of its obligations hereunder, Seller shall have the right to terminate this Agreement, retain the Earnest Money as liquidated damages as Seller's sole remedy at law or in equity. The Parties agree and acknowledge that the (A) retention of the Earnest Money is a reasonable and not punitive remedy; (B) actual damages would be difficult or impossible to determine or quantify; and (C) there is no

superior remedy available to Seller in the event Purchaser breaches hereunder prior to the Closing.

23. Notices. Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following addresses:

To Seller: The Town of Cicero, Illinois
4949 W. Cermak Road
Cicero, Illinois 60804
Attn: Office of the Town President
Facsimile: 708-656-0648

With a copy to: Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attn: James M. Vasselli, Esq.
Facsimile: 708-222-7001

With a copy to: Oak Ridge Realty, LLC
1900 E. Golf Road, Ste. 950
Schaumburg, Illinois 60173
Attn: Mike Pierce

To Purchaser: Vequity LLC
226 North Morgan Street, Suite 300
Chicago, IL 60607
Attn: Chris Ilekis

With a copy to: Patzik, Frank & Samotny Ltd.
200 South Wacker Drive, Suite 2700
Chicago, Illinois 60607
Attn: John W. Morse, Esq. & Vito M. Pacione, Esq.
Email: jmorse@pfs-law.com & vpacione@pfs-law.com

To Title Company: Chicago Title Insurance Company
5 Westbrook Corporate Center, Suite 100
Westchester, Illinois 60154-5750
Attn: _____
Facsimile: _____

Any such notices shall be either (i) sent by certified mail return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail, (ii) sent by overnight delivery using a nationally recognized courier, in which case notice shall be deemed delivered one (1) business day after deposit, with such courier, (iii) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice as evidenced by the facsimile transmission report, or (iv) by personal hand delivery or by e-mail, in which case notice shall be deemed delivered at the time of the personal hand or e-mail, as applicable.

24. Attorneys' Fees. In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision, representation, warranty, covenant or agreement set forth in this Agreement or to enforce, interpret, protect, determine or establish the meaning of any term, covenant or provision of this Agreement or to establish a Party's rights or obligations hereunder, the non-prevailing party shall reimburse to the prevailing party its costs and expenses incurred in connection therewith.

25. Miscellaneous. The Parties agree to the following terms and provisions:

- A. Time is of the essence of this Agreement.
- B. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- C. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party, whether or not the first Party knows of such breach at the time it accepts such payment or performance.
- D. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
- E. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Both of the Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- F. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- G. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in a writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.
- H. Neither this Agreement, nor a memorandum thereof, shall be recorded.
- I. Purchaser shall, in good faith and at its sole cost and expense, apply for and pay all fees and expenses for any all Governmental Approvals, including but not limited to, building and occupancy permits and inspections, business licenses, zoning approvals, and any other permits, licenses or approvals as may be required by the Town Code, as may be amended.
- J. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day. All time periods set forth herein expire at 11:59 p.m. on the date of expiration.
- K. The effective date of this Agreement (the “**Effective Date**”) shall be the later of: (a) the date of signature of Seller; (b) the date of signature of Purchaser; or (c) the date Seller provides written evidence to Purchaser of the execution and adoption of authorizing legislation by the Town President and Board of Trustees of the Town of Cicero, Illinois, as set forth in this Agreement.
- L. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- M. The recitals set forth in the preambles to the Agreement are hereby incorporated as if fully restated herein.
- N. Where permitted, all documents to be delivered hereunder shall be fully executed prior to the presentation and delivery of each to ensure the enforceability and effectiveness of the same. The Parties agree to exchange all documents required for the Closing at a reasonable time prior to the Closing to allow each Party to review all relevant documentation.
- O. This Agreement shall be a valid and binding obligation of Seller only after execution and the adoption of authorizing legislation by the Town President and Board of Trustees of the Town of Cicero, Illinois, a copy of which shall be attached hereto as

Schedule D, following adoption. In the event that such execution and adoption does not occur within thirty (30) days after Purchaser's execution of this Agreement, then this Agreement shall be deemed null and void and the Earnest Money shall be returned to Purchaser. Purchaser shall remit a signed copy of this Agreement to Seller within one (1) business day following Purchaser's execution of the same.

P. All schedules and exhibits are incorporated herein by this reference.

26. **Exchange.** At the election of Purchaser, Purchaser may consummate the transaction contemplated by this Agreement as part of a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended (including, but not limited to, a delayed exchange). In such event, Seller shall reasonably cooperate with Purchaser to facilitate a like-kind exchange of real property (which shall include, but not be limited to, the execution of all documents as reasonably requested by Purchaser or Purchaser's agent(s)); provided, however: (i) in no event shall Seller be obligated to become personally liable under any contract, mortgage, installment note or other instrument not otherwise expressly required under this Agreement; and (ii) consummation of this transaction as a like-kind exchange of real property shall not delay the Closing.
27. **Assignment.** Prior to the Closing, Purchaser may assign this Agreement, and, upon written notice of the same to Seller, be relieved of liability hereunder, to a franchisee (as defined in the Franchise Disclose Act of 1987 (815 ILCS 705/1, *et seq.*)) of Purchaser or to an entity controlling, controlled by or under common control with Purchaser or Chris Ilekis, or an entity that subsequently becomes a franchisee of Purchaser, for the purpose of constructing and operating the Intended Use. In no event may Purchaser assign this Agreement to any tax exempt entity. The Parties acknowledge that any assignment to a franchisee of Purchaser, or an entity that subsequently becomes a franchisee of Purchaser, as defined herein, (an "Assignee") shall contain a clause allowing Purchaser, using commercially reasonable judgment, to void the assignment, in the event Purchaser determines that the Assignee is not diligently pursuing its obligations under the terms of this Agreement, and thereafter Purchaser may purchase the Property directly from Seller under the terms of this Agreement, provided that Purchaser may extend the Closing for a period of no greater than forty five (45) days, if necessary, to obtain all civil, engineering and architectural plans and permits that may be in the possession of assignee. If Purchaser exercises its rights to "recapture" the assignment, then it shall provide written notice of the same to Seller and the Assignee shall be deemed to have assigned and quitclaimed to Purchaser all of the Assignee's rights and interests in the Agreement, the Property, the title commitment, and any and all property-related permits, architectural and civil drawings. Except as otherwise set forth in this Section, this Agreement shall not be assigned by Purchaser without Seller's express written consent.

[SIGNATURES APPEAR ON NEXT PAGE]

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

Date: _____, 2022

PURCHASER:

VEQUITY LLC, a Delaware series limited liability company

By: Vequity Manager, its sole manager

By: _____

Name: Chris Ilekis

Title: Manager

Date: _____, 2022

SELLER:

TOWN OF CICERO, ILLINOIS, an Illinois municipal corporation

By: _____

Name: Larry Dominick

Title: Town President

EXHIBITS:

Schedule A-1:	Site Plan
Schedule A-2:	Legal Description
Schedule B:	Escrow Agreement
Schedule C:	Deed
Schedule D:	Authorizing Legislation

SCHEDULE A-1 Site Plan

**OAKRIDGE REALTY PRESENTS
WALMART OUTLOTS
CICERO AVE & 34TH ST, CICERO, IL**

- ◆ GATEWAY TO TOWN OF CICERO & THE CICERO AVE RETAIL CORRIDOR
- ◆ OUTLOTS AVAILABLE IN FRONT OF NEW WALMART SUPERCENTER
- ◆ IDEAL LOCATION FOR SIT DOWN RESTAURANTS, FAST CASUAL/QSR, AND FAST FOOD
- ◆ ADJACENT TO NEW WIRTZ BEVERAGE CORPORATE HEADQUARTERS (+/- 1,100 EMPLOYEES)
- ◆ ADJACENT TO HAWTHORNE RACE TRACK
- ◆ PROXIMATE TO FOUNTAIN SQUARE PARK
- ◆ TRADE AREA INCLUDES CICERO, BERWYN, AND CHICAGO'S NEAR WEST SIDE.
- ◆ 45,000 CPD ON CICERO AVE
- ◆ INTERSTATE I-55 PROXIMITY

DEMOGRAPHICS	1 MILE	3 MILES	5 MILES
2015 EST. POPULATION	23,252	334,364	853,232
2015 EST. AVERAGE INC.	\$52,055	\$50,793	\$52,716
2015 EST. HOUSEHOLDS	6,522	93,033	264,578

For More Info Contact:
MIKE PEIRCE
(630) 205-7384
mpeirce@oakridgellc.com

1906 E Duell Rd #960, Schaumburg, IL
T: 647-306-2001, F: 647-306-6894

SCHEDULE A-2
Legal Description

TWO TRACTS OR PARCELS OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS PARCELS ONE AND TWO AS FOLLOWS;

PARCEL 1:

BEGINNING AT A POINT ON WEST LINE OF CICERO AVENUE 53.37 FEET SOUTH OF CENTER LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANYS EAST BOUND MAIN TRACK SAID POINT BEING 120.57 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; RUNNING THENCE SOUTH ALONG SAID WEST LINE OF CICERO AVENUE 151.83 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID CENTER LINE OF SAID EAST BOUND MAIN TRACK 260 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF CICERO AVENUE 164.35 FEET TO A POINT 40.85 FEET SOUTH OF SAID CENTER LINE OF SAID EAST BOUND MAIN TRACK; THENCE EAST ALONG A LINE PARALLEL WITH SAID CENTER LINE 250 FEET TO A POINT 10 FEET WEST OF SAID WEST LINE OF CICERO AVENUE; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE 4.52 FEET; THENCE SOUTHEASTERLY 12.8 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BEGINNING AT A POINT 260 FEET WEST OF THE WEST LINE OF CICERO AVENUE AND 40.85 FEET SOUTH OF THE CENTER LINE OF SAID EAST BOUND MAIN TRACK, THENCE SOUTH ON A LINE PARALLEL WITH SAID WEST LINE OF CICERO AVENUE 164.35 FEET: THENCE WEST ON A LINE PARALLEL WITH SAID CENTER LINE OF SAID EAST BOUND MAIN TRACK 240 FEET; THENCE NORTH ON A LINE PARALLEL WITH SAID WEST LINE OF CICERO AVENUE 153.7 FEET TO A POINT 51.5 FEET SOUTH OF SAID CENTER LINE OF SAID EAST BOUND MAIN TRACK; THENCE EASTERLY 188.3 FEET TO A POINT 40.85 FEET SOUTH OF SAID CENTER LINE OF SAID EAST BOUND MAIN TRACK AND 312 FEET WEST OF SAID WEST LINE OF CICERO AVENUE; THENCE EAST ALONG A LINE PARALLEL WITH SAID CENTER LINE OF SAID EAST BOUND MAIN TRACK 52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 1 IN WBI CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND COINCIDENTAL WITH THE NORTH LINE OF LOT 1 IN WBI CENTER FIRST RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN WBI CENTER SUBDIVISION, DESCRIBED AS FOLLOWS;

BEGINNING ON THE WEST LINE OF CICERO AVENUE AT THE NORTHEAST CORNER OF LOT 1 IN WBI SUBDIVISION; THENCE ALONG THE EAST LINE OF LOT 1 THE FOLLOWING TWO COURSES:

- 1) SOUTH 14 DEGREES 35 MINUTES 05 SECONDS WEST, 61.83 FEET;
- 2) SOUTH 58 MINUTES 40 MINUTES 23 SECONDS WEST, 24.62 FEET TO THE NORTHEAST CORNER OF LOT 1 IN WBI FIRST RESUBDIVISION;

THENCE ALONG THE NORTH LINE OF SAID LOT 1 IN WBI FIRST RESUBDIVISION THE FOLLOWING 5 COURSES:

- 1) SOUTH 88 DEGREES 34 MINUTES 41 SECONDS WEST, 40.32 FEET;
- 2) SOUTH 01 DEGREES 25 MINUTES 19 SECONDS EAST, 23.65 FEET;
- 3) SOUTH 88 DEGREES 30 MINUTES 24 SECONDS WEST 163.15 FEET TO A POINT OF CURVE;
- 4) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 298.50 FEET, A CHORD OF 116.57 FEET, A CHORD BEARING OF NORTH 80 DEGREES 14 MINUTES 02 SECONDS WEST, AN ARC DISTANCE OF 117.32 FEET TO A POINT OF TANGENCY;
- 5) THENCE NORTH 68 DEGREES 58 MINUTES 28 SECONDS WEST, 163.61 FEET;

THENCE NORTH 25 DEGREES 26 MINUTES 40 SECONDS WEST. 157.59 FEET TO THE NORTH LINE OF LOT 1 IN WBI SUBDIVISION AT A POINT THAT IS 72.20 FEET WEST OF A NORTHEAST CORNER OF LOT 1 IN WBI SUBDIVISION (AS MEASURED ALONG SAID NORTH LINE OF LOT 1);

THENCE NORTH 85 DEGREES 39 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF LOT 1 IN WBI SUBDIVISION, 72.20 FEET TO A NORTHEAST CORNER OF LOT 1, SAID NORTHEAST CORNER BEING ON THE WEST LINE OF HEREINABOVE DESCRIBED PARCEL 2;

THENCE SOUTH 01 DEGREE 16 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF LOT 1 AND THE WEST LINE OF PARCEL 2, 153.70 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE NORTH 88 DEGREES 30 MINUTES 57 SECONDS EAST, ALONG THE SOUTH LINE OF PARCELS 1 AND 2, 499.82 FEET (MEASURED) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID AS CREATED BY THE WARRANTY DEED FROM THE ILLINOIS CENTRAL RAILROAD COMPANY, A CORPORATION OF ILLINOIS, TO THOMAS GERRARD WAUGH DATED MARCH 31, 1943 AND RECORDED APRIL 1, 1943 AS DOCUMENT 13051907, FOR INGRESS AND EGRESS OVER A STRIP OF LAND 42 FEET IN WIDTH LYING SOUTH OF THE SOUTH

LINES OF PARCELS 1 AND 2 AFORESAID, LYING WEST OF THE WEST LINE OF
CICERO AVENUE AND LYING EAST OF THE WEST LINE OF PARCEL 2 AFORESAID,
EXTENDED SOUTH, IN COOK COUNTY, ILLINOIS.

PINS: 16-33-220-008-0000
 Part of 16-33-220-036-0000**
 Part of 16-33-220-038-8001**

**** Seller to confirm it is retaining portions of these existing PINS and will perform any
required tax division so that the Property being purchase has its own separate tax PINs.**

SCHEDULE B
Escrow Agreement

**SCHEDULE C
Form Deed**

THIS INSTRUMENT PREPARED BY:

James M. Vasselli, Esq.
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402

**AFTER RECORDING THIS
SHOULD BE RETURNED TO:**

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of _____, 2022, between the **TOWN OF CICERO, ILLINOIS**, an Illinois municipal corporation, having an address 4949 W. Cermak Road, Cicero, Illinois, 60804 (“**Grantor**”), to _____, an Illinois limited liability company, having an address of _____ (“**Grantee**”). WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/00 U.S. Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee FOREVER, all of that certain real estate situated in the County of Cook and State of Illinois known and described in **Exhibit A** attached hereto and made a part hereof, together with all and singular the improvements and fixtures located thereon, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises, with the hereditament and appurtenances (collectively, the “**Real Property**”). The conveyance of the Real Property is “AS IS WITH ALL FAULTS.”

TO HAVE AND TO HOLD the Real Property unto Grantee, its successors and assigns in fee simple forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns that Grantor has not done or suffered to be done, anything whereby the Real Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL SPECIALLY WARRANT AND DEFEND, the Real Property against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject to covenants, restrictions,

easements, reservations and other exceptions of record and to all covenants, restrictions, easements, reservations and other exceptions set forth in **Exhibit B** attached hereto and made a part hereof and set forth below (the “**Permitted Title Exceptions**”).

[SIGNATURE ON IMMEDIATELY SUCCEEDING PAGE]

IN WITNESS WHEREOF, Grantor has caused its name to be duly signed to this Special Warranty Deed as of the day and year first above written.

TOWN OF CICERO, ILLINOIS
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS

COUNTY OF _____

I, the undersigned, a Notary Public, in and for the State aforesaid, do hereby certify that _____ the _____ of the Town of Cicero, Illinois, an Illinois municipal corporation, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2022.

Notary Public

My Commission Expires:

Mail Tax Statements to:

EXHIBIT A
LEGAL DESCRIPTION

Commonly Known as: 3300 South Cicero Avenue, Cicero, Illinois

Parcel Identification Numbers: PIN _____

Legal Description:

Estimated Area: 2.83 acres

EXHIBIT B

PERMITTED EXCEPTIONS

(covenants, restrictions, easements, reservations and other exceptions)
(To be inserted)

SCHEDULE D
AUTHORIZING LEGISLATION
(To be inserted)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN PROPOSAL FROM THE HEATING AND COOLING WORKS, INC. TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town’s Maintenance Department (the “Department”) is responsible for ensuring that various heating and air conditioning equipment (the “Equipment”) at Town facilities are in working order; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and, with the President, the “Corporate Authorities”) are committed to maintaining a safe, healthy, and comfortable environment for Town employees and visitors to the Town’s municipal buildings; and

WHEREAS, the Town therefore recognizes the need to engage a third party to repair the Equipment as needed (the “Services”); and

WHEREAS, The Heating and Cooling Works, Inc. (the “Company”) has provided the Town with a proposal (the “Proposal”), a copy of which is attached hereto and

incorporated herein as Exhibit A, setting forth the terms and conditions under which it would provide the Services to the Town; and

WHEREAS, the Corporate Authorities find that it is necessary for the efficient operation of government for the Town to approve, enter into, and execute a proposal with terms substantially the same as the terms of the Proposal; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise the Proposal for the Town, making such insertions, omissions, and changes as shall be approved by the President and the Attorney; 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 to enter into and approve the Proposal whereby the Company will provide the Services to the Town and to further authorize the President to take all steps necessary to carry out the terms of the Proposal and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Proposal 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 Proposal, 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 Proposal and any such other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of competitive bidding would be applicable to the procurement of the Services sought herein, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Billing Invoice

The HEATING & COOLING WORKS

11105 80th Place
LaGrange, IL 60525

Phone (708) 205-1914
Fax (708) 246-7610

Date: 3/1/22

Bill to:

Town of Cicero

Description of Work

Maintenance Agreements

Work performed at:

Total \$: \$ 2450.00

Thank You for Your Business

The HEATING & COOLING WORKS

Cell (708)-205-1914

11105 80th Place
LaGrange, IL 60525

MAINTENANCE AGREEMENT

I. SELLER

THE HEATING & COOLING WORKS
11105 80TH Place
LAGRANGE, IL 60525

II. PURCHASER

NAME: Town of Cicero ADDRESS: 4949 W 22 Street Cicero IL
PHONE: (708)656-0378 PERSON IN CHARGE: James Wood

SERVICE LOCATIONS: 6019 26th 1634 Laramie
2944 Laramie 5051 w Ogden 5410 34th

III. TYPE OF AGREEMENT

- PARTS, LABOR & COMPRESSOR AGREEMENT
All services described in Parts & Labor coverage with Compressors added as part of this full coverage policy. \$ _____ Per _____
- LABOR & PARTS AGREEMENT
All provision applies. Parts & Labor are included. \$ _____ Per _____
- PREVENTATIVE MAINTENANE AGREEMENT
All provisions apply except VI. (A) & (B) labor and parts not included. No part included. No emergency labor included. \$2450.00 Per quarterly


IV. TERMS OF AGREEMENT

1. Purchaser agrees to pay seller in advance the sum of \$ _____ Per _____ Beginning with effective date of this agreement and payable in 1 installment
2. This contract begins March 1, 2022 and automatically shall continue in force until notice of termination is given. This contract is subject to price revision on any anniversary date and may be cancelled by either party 30 days after written notice.

V. ACCEPTANCE

This agreement is not an offer to furnish equipment or services, but when signed by Purchaser at the place indicated below, it becomes Purchaser's offer to buy the equipment and services described herein, at the prices, terms, and conditions indicated in this agreement, which can be accepted following credit approval, only by a written notice of acceptance signed by a Corporate Officer.

SELLER'S ACCEPTANCE

By: 
Title: Owner
Date: 3-1-22

PURCHASER'S ACCEPTANCE

Signed: _____
Title: _____
Date: _____

VI. IT IS FURTHER AGREED THAT

A. LABOR

To provide labor necessary to keep equipment in proper operating condition.

B. PARTS

To provide repairs or replacement of parts to keep equipment in proper operating condition.

- | | | |
|---------------------|------------------------|---------------------------|
| 1. Pulley/relays | 11. Igniters | 21. Pilot valves |
| 2. Refrigerant | 12. Diaphragm | 22. Liquid control valves |
| 3. Fans | 13. Thermocouples | 23. Solenoid valves |
| 4. Motors | 14. Pressure control | 24. Thermostats |
| 5. Belts | 15. Electrodes | 25. Water valves |
| 6. Expansion valves | 16. Oil burner pumps | 26. Limit switches |
| 7. Transformers | 17. Pressure valves | 27. Stack switches |
| 8. Dehydrators | 18. Oil control valves | 28. Float valves |
| 9. Nozzles | 19. Gas orifice | 29. Pressure regulators |
| 10. Strainers | 20. Pilot | |

C. PREVENTATIVE MAINTENANCE AND INSPECTION

To make 1 inspection call(s) yearly on air conditioning equipment.

To make _____ inspection call(s) yearly on refrigeration equipment.

To make 1 inspection call(s) yearly on heating equipment.

Included:

1. Inspect entire system
2. Lubricate all moving parts
3. Check operating temperatures and pressures
4. Check & adjust
 - *motors & starter
 - *valves
 - *gas fired units
 - *oil burners
 - *safety controls
 - *compressors
5. Start up & pump down air conditioning once per season
6. Furnish quotations for any necessary work not covered by this agreement as requested by owner.

VII. THE PURCHASER AGREES

A. To accept the judgment of seller as to the best means and methods to be employed for any corrective or repair work necessary and to have repairs made promptly, and that failure to do so will release and terminate all obligations of the seller.

B. That any alterations, additions, adjustments or repairs made by parties other than seller, unless authorized by seller, may release and terminate all obligation of the seller. The seller has the right to modify this agreement to incorporate material changes to the equipment by parties other than seller during the term of this agreement, and the agreement price adjusted accordingly.

C. That as part of this service agreement, the seller shall not be required to furnish or install any equipment, which may be recommended or required by insurance companies, Governments, State, Municipal or other authorities unless paid for by purchaser. Customer shall pay seller the amount of all excise, sales, use, and privilege, occupation or other similar taxes imposed by the U.S. Government.

D. That the seller shall not be required to move, remove, replace, or alter any part of the building structure in the performance of this agreement, or to make any correction in design and/or engineering of the equipment or installation.

- E. That the Seller will be provided at any and all times with access to all equipment and devices which are part of this agreement, Seller may at reasonable times and as necessitated by maintenance procedures, regulate the equipment listed on Schedule A.
- F. That the product or equipment listed in this agreement is being accepted with the understanding that said equipment is in good operating condition. Should any repairs be found necessary upon startup or initial inspection, Seller shall inform customer of its condition and remedy, and a charge will be made for these repairs, governed by the prevailing labor and material rates. Seller should not be obligated under this contract until such time as equipment is brought up to conditions acceptable to Seller.
- G. To pay extra for the replacement or repair of water, steam, or refrigeration coils, water-cooled receivers, hermetic sealed units not covered by manufacturer's warranty, or major parts which cannot be repaired due to age or unavailability or replacement parts through normal trade suppliers, and for associated equipment not listed on equipment Schedule A of the agreement. If materials are covered by warranty, then the Purchaser agrees to pay Seller for labor and materials necessary to replace said defective warranty equipment.
- H. That Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or product or materials containing asbestos or similar hazardous substances.
- I. That preventive maintenance visits shall consist of labor required to perform preventive maintenance on the equipment listed on equipment Schedule A. The materials required to perform scheduled maintenance visits on the equipment, where Seller is obligated under this agreement for preventive maintenance materials, only those materials necessary to perform repairs on the listed equipment on Equipment Schedule A shall be covered by this agreement.

VIII. IT IS FURTHER AGREED THAT

- A. The Seller's obligation under this contract (unless specifically written herein) will not include: latches, hardware or glass, ductwork, hinges, gaskets, lights, fixtures, door heaters, plumbing and hydronic or pneumatic piping, centrifugal tubes, flues, sheet metal, dampers, insulation, recording instruments, gauges or thermometers, water supply, electrical and control wiring up to and including the unit disconnect switch, drain and steam lines beyond the apparatus valves, electrical lines equipment beyond the apparatus main switch, moving or relocating the equipment, replacement of parts that are obsolete, repairs due to freezing or from contaminated corrosive water, water treatment (unless provided for under optional services), repairs of chiller or condenser tube bundle, all non-maintainable items such as pressure vessels, tubes, cabinets, tower fill, disconnect switches, circuit breakers, boiler tubes and boiler sections or refractory, furnace heat exchangers, combustion chambers, smoke stacks, chimney and breeching, boiler breeching and settings, fan housings, condensate pans, structural supports, non-moving parts, storage tanks, painting of equipment cleaning of coils, ducts, chimneys and flues, deliming and/or rodding of water cooling towers and condensers (unless included below), and balancing of air, steam, or water distribution system.
- B. The Seller shall in no event be liable and the purchaser will assume responsibility and pay extra for all service and material required due to but not limited to any one of the following: crane rental, electrical power surge or loss, high or low voltage, inadequate power, blown or burned out main or branch fuses, open circuit breakers, lack of adequate natural gas or fuel supply or pressure, inadequate or excessive hot water or steam supply or pressure, contamination of water supply or pressure or atmosphere, faulty system engineering or design, accident, freezing, flooding, willful damage, misuse, abuse, negligence, fire, theft, clogged filters (unless Seller performs optional air filter service), improper installation, lightning, storms, operation of equipment beyond design conditions, or by reason or any other cause than normal wear and tear.

- C. The Seller shall not be liable for any losses, delays, or damages due to, but not limited to, any one of the following: interruption in use of equipment, failure to maintain desired temperatures or humidity levels, failure to provide timely service, inability to obtain required parts and/or materials through normal trade suppliers, inability to obtain parts and/or materials which are no longer available from original manufacturer, engineering and/or design defects, strike, lockouts, explosion, theft, riot, civil commotion, malicious mischief, asbestos, labor disturbances, freezeup, fire, rust, or corrosion or erosion, commercial delays, spoilage, flooding, loss of business, war conditions, Acts of God, Acts of government, failure to provide required parts and/or materials or any other circumstances beyond Sellers reasonable control. It is expressly agreed that the Seller assumes no liability for negligence or failure whatsoever. In no event, shall the Seller be liable to the Purchaser and/or to any other party whatsoever for actual, incidental and/or consequential damages or losses. Liability of Seller shall not exceed, for any whatsoever, the amount of the service charge for one monthly period. Customer shall provide Seller with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Seller shall customer if such equipment becomes defective within the warranty period, during which time Seller not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintain on such to the extent provided herein. There are no express warranties other than set specifically above, there are no implied warranties on the goods and/or services provided, including the implied warranty of merchantability and fitness for a particular purpose.

Emergency service required to protect life or property shall be limited to the scope of service described and type of coverage. If emergency service disclose no defect for which Seller is responsible under this agreement, or if the emergency service is outside the coverage elected on page 1, customer agrees to pay Seller the prevailing charge for such service.

If Purchaser's and/or installation are of a critical nature, it is the Purchaser's sole responsibility to provide a complete standby system and/or adequate replacement parts and components on site to facilitate expedient repairs.

- D. Seller reserves the rights to price revisions on the labor portion of this agreement which are direct Result of union increases during the term of this agreement. Seller is not obligated to render service under this agreement if the purchaser has a past due account, and may cancel the agreement upon five (5) days notice in the event that any monies payable under any account are not paid when due. In the event of collection efforts made by Seller, Purchaser will be responsible for all court costs and attorney's fees in addition to any outstanding monies owed.
- E. Not included under this agreement is all charges related to the recovery of refrigerant, as required by the provisions of Section 608 of the U.S Clean Air Act of 1990, performed on equipment covered under this maintenance agreement.
- F. Either party may terminate this agreement by giving 30 days written notice. If agreement is cancelled by purchaser before anniversary date, the purchaser to pay Seller list for price for all service and material rendered to date of cancellation. This agreement is automatically renewed annually on its anniversary date subject to price revision based on prevailing costs.
- G. All labor (covered by this agreement) performed other than Monday through Friday from 8Am to 4:30 PM will be invoiced to purchaser at rate of ½ the regular labor price.
- H. This document embodies the entire agreement between the parties, and no oral agreement or Correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall be embraced within a written document duly executed by both parties.

Assurance Plan

The Heating & Cooling Works is pleased to quote preventive maintenance of your facility via our Assurance Plan. Enclosed is the proposal for our Assurance Plan, which is a means of protecting your company's investment, resulting in the optimum savings and performance each year.

This plan will run from the effective date noted within for the period of one year, with automatic renewals. It includes quarterly inspections, filters, and belts.

Preventive Maintenance work shall be done during normal work hours, Monday through Friday 7am - 3pm, excluding holidays. To place a service call at any time, call our office at (708) 246-7153.

If you agree to the terms and conditions of this plan, kindly sign both copies and fax or mail to my attention. A fully executed copy will be returned for your records.

If you have any further questions, please do not hesitate to contact me at (708) 246-7153.

Thank you for your time and consideration.

Sincerely,



Carl Knackstedt
The Heating & Cooling Works

Terms and Conditions

The purchaser agrees to provide reasonable means of access to the equipment being maintained. The Heating & Cooling Works shall be permitted to start and stop all equipment as necessary to perform the herein agreed upon services as arranged with your representative.

The Heating & Cooling Works shall not be liable to any loss, delay, injury, or damages that may be caused by circumstances beyond its control including, but not limited to acts of God, war, civil commotions, acts of governments, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, differences with other trades, riots, explosions, delays in transportation, or malicious mischief.

The Heating & Cooling Works responsibility for injury or damage to persons or property that may be caused or arise through the maintenance service, or use of the system (s) shall be limited to injury or damage caused directly by our negligence in performing or failing to perform our obligations under this agreement. In no event shall The Heating & Cooling Works be liable for business interruption, losses or consequential or speculative damages.

In the event the system is altered, modified, changed, or moved, The Heating & Cooling Works reserves the right to terminate or renegotiate the agreement based on the coordination of the system after changes have been made.

If emergency service is included in this agreement, and it is requested at a time other than that which we would have made a scheduled preventive maintenance call and inspection does not reveal any defect required to be service under this agreement, we reserve the right to charge you at our prevailing service labor rate. The Heating & Cooling Works will not be required to make replacements or repairs necessitated by reasons of negligence, misuse, or other causes beyond our control except ordinary wear and tear.

If replacement of parts are included in this agreement, it is understood The Heating & Cooling Works will not be responsible for the replacement or repair of boiler tubes, boiler sections, boiler refractory, chimney, breaching, refrigeration, evaporators, refrigeration condensers, water coils, steam coils, concealed air and piping lines, fan housings, heat exchanges, VAVs and associated parts, humidifier bottles, ductwork, electrical power wiring, water, steam, and condensate piping, or other moving parts of the heating, ventilation, and air conditioning systems. Excluded from this agreement are system enhancements, air balancing, obsolete refrigerant, repairs necessitated by power failures or fluctuations.

It is further understood that the equipment covered under this agreement is in maintainable condition and eligible for a maintenance agreement. If at the time of initial seasonal startup or on the first inspection, repairs are found necessary, such repair charges will be submitted for the owner's approval. If these charges are declined, those items will be eliminated from the agreement and the price of this agreement will be adjusted in accordance with the equipment covered.

General Conditions

The Heating & Cooling Works agrees to provide maintenance for the Building Environmental Systems as described in the attached schedules in accordance with the following terms and conditions:

- 1. Preventive maintenance will be performed during normal working hours (7am-3pm) Monday through Friday, excluding holidays. The Heating & Cooling Works will provide four (4) scheduled maintenance inspections on a Quarterly basis.**
- 2. After each service call, a completed copy of the service work order will be presented for your signature.**
- 3. The Heating & Cooling Works will be available to provide emergency service on all equipment covered by this Assurance Plan 24 hours a day, 365 days a year. Unless otherwise noted within, this service will be invoiced at our current Assurance Plan customer premium rates. These rates are subject to change.**
- 4. The Heating & Cooling Works will extend preferential service to the purchaser over all non-Assurance Plan customers.**
- 5. The Heating & Cooling Works will instruct the purchaser in the proper operation of their equipment.**
- 6. The Heating & Cooling Works will take all reasonable precautions to prevent injury to persons and property.**
- 7. The Heating & Cooling Works will use qualified personnel directly employed or supervised by The Heating & Cooling Works.**
- 8. The Heating & Cooling Works will provide factory trained supervisory personnel to assist when necessary.**

**Schedule A
Mechanical Services
Rooftop Cooling Units**

The Heating & Cooling Works agrees to inspect the rooftop cooling units on a quarterly basis and perform the following:

- 1. Lubricate fan motor and bearings.**
- 2. Change belts once annually during the Spring inspection.**
- 3. Inspect and clean condensate draining.**
- 4. Inspect condenser fan.**
- 5. Inspect all electrical wiring connections.**
- 6. Check compressor and fan motor voltage and amperage.**
- 7. Check refrigerant charge and pressure.**
- 8. Check temperature drop against coil.**
- 9. Check compressor oil charge, if applicable.**
- 10. Check operating and safety controls.**
- 11. Check outside air damper.**

NOTE: THE COST OF BELTS IS INCLUDED IN THE ANNUAL PRICE OF THIS ASSURANCE PLAN.

NOTE: POWER WASHING OF CONDENSER AND EVAPORATOR COILS WILL BE INCLUDED IN THE INVOICE.

5 Coverage and Price

The Heating & Cooling Works agrees to provide maintenance for the Building Environmental systems as described herein.

Repair and Emergency Service

The Heating and cooling Works will be available for all repairs or emergency service required under this agreement. All repairs and emergency service labor will be invoiced at our current preferred straight time or overtime rates. These rates are subject to change.

Replacement of worn or defective components

Replacement of Freon, worn parts, component repair or replacement is not included under this agreement however; The Heating & Cooling Works will make the required repairs and replacements with your authorization and will invoice you for the necessary parts. You will receive a 10% discount on all service related replacement parts.

Price

The Heating & Cooling Works agrees to furnish services as described herein for the quarterly price of \$2,450.00.

Effective Date

The Heating & Cooling Works Assurance Plan will run from March 1, 2022 until June 30 2022 with automatic renewals. Either party may terminate this plan with written notification however; notification must be received thirty (30) days prior to the anniversary date of this agreement.

Payment Terms

A finance charge of 2% each month will be added to all invoices more than thirty (30) days past due.

Acceptance

This agreement is accepted for:
The Town of Cicero

By: _____

Signature: _____

Title: _____

Date: _____

This agreement is approved for:
The Heating & Cooling Works

By: Carl Kuzicki

Signature: 

Title: owner

Date: 3-1-22

**AMENDMENT TO THE MAINTENANCE AGREEMENT BETWEEN THE TOWN OF
CICERO, ILLINOIS AND THE HEATING AND COOLING WORKS**

THIS amendment (the "Amendment") modifies and supersedes the Maintenance Agreement (the "Agreement"), incorporated herein by reference, between the Town of Cicero, Illinois (the "Town") and The Heating and Cooling Works ("HCW") for equipment repair services as set forth in the Agreement. The effective date of this Amendment shall be the date upon which all parties have executed this Amendment.

Section 5 "Coverage and Price", subsection "Effective Date" is hereby stricken in its entirety, and replaced as follows:

The Heating & Cooling Works Assurance Plan will run from the date of execution of the Maintenance Agreement and the Amendment, whichever is later, by both parties for a period of one (1) calendar year. The Agreement and Amendment shall be automatically renewed for up to five (5) additional one (1) year periods unless terminated by either party by providing the other party with thirty (30) days written notice prior to the renewal date.

Notwithstanding the foregoing, the Town of Cicero may terminate this Agreement for any reason or no reason by providing thirty (30) days written notice. If a balance for work performed is outstanding at the time of termination by the Town, The Heating & Cooling Works shall submit its final invoice to the Town for payment before the end of the then current quarter on a prorated basis.



The Heating and Cooling Works

Chel Knackstedt
Printed Name

3/23/22
Date

For the Town of Cicero, Illinois

Printed Name

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF CERTAIN SOFTWARE FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, various departments within the Town (the “Departments”) utilize Microsoft software to ensure the efficient operation of Town business; and

WHEREAS, to ensure the continued efficient operation of the Departments, it has been determined many computers and/or terminals within the Departments are in need of updated Microsoft software licenses (the “Software”); and

WHEREAS, in a memorandum, attached hereto and incorporated herein as Exhibit A, the Information Technology Department (the “IT Department”) has requested that the Town purchase the Software which will enable the Departments to operate Microsoft programs which are necessary for Town business; and

WHEREAS, Elarasys Worldwide, LLC (“Elarasys”) has provided the Town with a Quote for the purchase of the Software (the “Quote”); and

WHEREAS, a copy of the Quote is attached hereto and incorporated herein as Exhibit B; 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 various Departments and the health, safety, and welfare of the residents of the Town to purchase the Software; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town and its residents to take all steps necessary to purchase the Software 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 Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.00 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes the purchase of the Software from Elarasys in accordance with the terms of the Quote and authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney and ratifies any additional actions taken to effectuate the intent of this 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 any requirement of bidding would be applicable to the Software described herein, the same is hereby waived.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

EXHIBIT B



Town of Cicero

Department of Information Technology
4949 West Cermak Road · Cicero, IL 60804 · 708.656.3600

To: Maria Punzo-Arias; Town Clerk
Members of the Town Board of Trustees

From: Amanda Wolff; I.T. Department *aw*

The IT Department is requesting approval to purchase the necessary Microsoft Server and SQL Server licenses required to host the new Tyler Technology solutions. Our current licenses have not been renewed for several years, some as old as 2003, and require updating in order to host the new software. These are perpetual licenses, and will not need annual renewal. The total cost for all licenses is quoted at \$125,640.00 (attached). I have confirmed with Financial Affairs that funds are available for this purchase.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO CERTAIN AGREEMENTS WITH ALL AROUND AMUSEMENT, INC. TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, with the foregoing in mind, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to sponsor Cicero Fest, Cinco De Mayo, Houby Fest, and the Mexican Independence Festival (the “Events”); and

WHEREAS, in connection with the Events, the Town will provide certain activities including, without limitation, amusement rides and attractions (the “Services”); and

WHEREAS, All Around Amusement, Inc. (“AAA”) has provided services similar to the Services at other festivals and events held within the Town; and

WHEREAS, there exist certain agreements (the “Agreements”), copies of which are attached hereto and incorporated herein as Group Exhibit A, which set forth the terms, covenants, and conditions upon which AAA would provide the Services for the Events; 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 agreements with terms substantially the same as the terms of the Agreements; 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 Agreements whereby AAA will provide the Services for the Events in accordance with the terms of the Agreements, to further authorize the President or his

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

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

ALL AROUND AMUSEMENT, INC.
21342 W. DIVISION STREET - LOCKPORT, ILLINOIS 60441
(815)725-2323 OFFICE (815)725-1313 FAX
AAARAAGS@AOL.COM

Robert Salerno, President

CONTRACT TO SUPPLY AMUSEMENTS

THIS CONTRACT made and entered on this ____ day of _____ 2022 by and between ALL AROUND AMUSEMENT, INC., (hereafter referred to as “**All Around**”) and the TOWN OF CICERO, State of Illinois, (hereinafter referred to as the “**Sponsor**”).

WITNESSETH: In consideration of the sum of One Dollar and the mutual promises contained herein, the parties aforesaid, mutually agree as hereinafter follows:

1. That **All Around** agrees to present its company, consisting of: Amusement ride devices, Amusement Attractions, Concessions, “Fun Booths,” etc., at the location, provided by the **Sponsor**, and known as: **CICERO FEST, AT THE CICERO FAIRGROUNDS – 34TH STREET & LARAMIE AVENUE**, in the Town of Cicero, State of Illinois a period of five (5) days and nights per year for festivals to be held in June 30-July 4, 2022 on such dates as shall be determined by the **Sponsor**.
2. **All Around** shall furnish all necessary roll tickets and ticket booth(s) at the location as requested by the **Sponsor** for each festival.
3. The **Sponsor** hereby agrees to pay for, furnish or provide 24-hour access to water and electric service, sufficient police protection, bill posting, advertising, garbage cans, competent ticket sellers, access to toilets beginning Tuesday (or such other date as may be agreed upon by the parties), a location designated by the **Sponsor** for set up of its company, streets, and lot privileges, parking for trucks, semi-trailers, and travel trailers at a location designated by the **Sponsor**. The **Sponsor** will provide access to water at least two (2) days prior to the start of each festival.
4. **All Around** shall have the exclusive right of providing all amusement ride devices, amusement attractions, and “fun” booths at the festivals.
5. **All Around** shall have the exclusive right of providing all popcorn, cotton candy, corn dogs, and funnel cakes (the “Food”) at the festivals, and all its sales proceeds shall likewise belong to **All Around**.
6. For and in consideration of **All Around** providing the above listed services to the **Sponsor**:

The **Sponsor** shall pay **All Around** a guarantee of \$30,000.00 and a 55/45 split between **All Around** and the **Sponsor** of the gross receipts from the monies derived from the sale of admission tickets for the shows and rides. **All Around** shall retain one hundred percent (100%) of the proceeds from the sale of the Food. The **Sponsor** shall pay **All Around** within two (2) business days after the last day of the event. If tickets are sold by the Town, the Town is responsible for any shortages in cash or tickets, including arm bands and hand stamps. Unlimited ride specials (wristbands) will be offered Daily from Opening to Closing for \$35.00 per person, per session. The **Sponsor** shall have the option of distributing no more than two thousand (2,000) unlimited ride specials (wristbands) for use during the event (the “**Sponsor’s Wristbands**”). **All Around** shall receive no remuneration of any kind for the **Sponsor’s Wristbands** and the value of the **Sponsor’s Wristbands** shall be excluded from the

determination of gross receipts. **All Around** shall provide the holders of the **Sponsor's Wristbands** with free, unlimited rides during all days and times that the event is open to the public.

7. **All Around** shall submit to the **Sponsor** a detailed drawing, to scale, that depicts the proposed name and location of rides, concessions, and equipment in the allotted space for each festival, which drawing shall be subject to the **Sponsor's** review and approval. Any replacement or substitution of said equipment shall only be permitted with the **Sponsor's** express written approval.

8. Prior to the start of each festival, **All Around** is to furnish Liability Insurance and Property Damage Insurance of not less than \$1,000,000.00 for each accident, with a certificate of said insurance sent to the **Sponsor** prior to the engagement. Said certificate of insurance shall name the Town of Cicero as an "additional insured."

9. **All Around** shall be liable and responsible for any damage to real or personal property belonging to the **Sponsor** that is caused by the installation of its shows or rides during the event and/or the removal of trucks and equipment operated by **All Around**. Precautions must be taken to prevent such damage.

10. **All Around** shall furnish Electrical Generators for the operation of the Carnival Equipment, lights, and sound.

11. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.

12. In case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism, or any unforeseen occurrence over which **All Around** has no control, then they are not to be held liable for damages by the **Sponsor**, except as otherwise set forth herein.

13. The **Sponsor** further agrees not to contract with any other like attractions for the event.

14. This contract is assignable by All Around Amusement, Inc. only with the **Sponsor's** prior written approval, which it may provide or withhold in its discretion.

15. **Sponsor** shall have the right to terminate this Contract to Supply Amusements at any time for any reason, or for no reason, by providing written notice of such termination to **All Around**.

16. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

17. If either Party prevails in any litigation or arbitration between the parties with respect to this contract, the non-prevailing party will pay all costs and expenses incurred by the prevailing party in connection with the litigation or arbitration (including reasonable attorneys' fees and costs).

18. **All Around** agrees to have a supervisor, reasonably acceptable to **Sponsor**, on duty at all times during the festivals. **All Around** agrees that it has and will comply with the requirements of the Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1, *et seq.*) regarding the employment of carnival workers and volunteers (as defined in said Act). **All Around** agrees that it has and will comply with all applicable statutes, ordinances, rules, and regulations including, without limitation, the requirements of the Business Corporation Act of 1983 (805 ILCS 5/1.01, *et seq.*) and shall maintain good corporate standing with the Illinois Secretary of State.

19. Patricia Sturdevant, an employee of the Town of Cicero, will not participate in any capacity in the receiving of **All Around's** ride tickets, selling of **All Around's** ride tickets and wristbands or dealing with any money pickups derived from the sale of **All Around** tickets and wristbands.

This contract entered and signed in duplicate in the Town of Cicero, State of Illinois, this day of _____, 2022, by the duly authorized representative of the parties hereto.

SPONSOR: _____

ALL AROUND AMUSEMENT, INC.

BY: _____

BY: _____

ITS: _____

ITS: Secretary

This submission is made solely for the purpose of responding to a bid request from The Town of Cicero. All Around considers the information contained within this submission to include trade secrets, as well as commercial and financial information of All Around. As such, All Around makes claim that the information furnished herein is propriety, privileged and/or confidential and that disclosure of such information to a third party would cause competitive harm to All Around. All Around expects that consistent with 5 ILCS 140/7, no information within its contract submission will be disseminated in any way or at any time.

SPONSOR PHONE NUMBER 708-656-3600

SPONSOR FAX NUMBER 708-863-6262

SPONSOR ADDRESS 4949 W CERMAK ROAD

CICERO, IL 60804

CONTACT PERSON JEFF PESEK CELL (312)719-5200
JPESSEK@THETOWNOFCICERO.COM

CONTACT PERSON FRAN REITZ CELL (708)359-3778
FREITZ@THETOWNOFCICERO.COM

POLICE NUMBER (NOT 911) _____

FIRE DEPARTMENT (NOT 911) _____

CERTIFICATE OF INSURANCE INFORMATION

THE TOWN OF CICERO

ADDITIONAL INSURED: THE TOWN OF CICERO

HOURS OF OPERATION

MONDAY _____

TUESDAY _____

WEDNESDAY _____

THURSDAY 5:00 P.M. - 10:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M*

FRIDAY 5:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

SATURDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M*

SUNDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M*

MISCELLANEOUS INFORMATION

FOOD PERMITS – TOWN OF CICERO HEALTH DEPARTMENT – SUE GRAZZINI

PHONE: 708-656-3600 EXT 152 EMAIL: SGRAZZINI@THETOWNOFCICERO.COM

RIDER TO THE AGREEMENT BETWEEN ALL AROUND AMUSEMENT, INC. AND THE TOWN OF CICERO, ILLINOIS.

This Rider (this “Rider”) is attached to and made a part of the Contract to Supply Amusements proposed from All Around Amusement, Inc. (“All Around” or “AAA”) and the Town of Cicero, Cook County, Illinois (the “Town” or “Sponsor”) on the ____ day of _____, 2022 (the “Agreement”).

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

- R-1. Integration. The Agreement and this Rider shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Rider shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement, and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- R-2. Indemnification of the Town. The scope of All Around’s liability and responsibility shall include, but not be limited to, the following:

To the fullest extent permitted by law, All Around shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses, (including reasonable attorneys’ fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the services, the intentional, willful or negligent acts or omissions of All Around or the All Around Parties, (including All Around and its vendors, contractors, employees, shareholders, officers, directors, agents and any other person or entity related to AAA in any manner, including family members of officers whether related by blood or marriage), the event, or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- R-3. Counterparts. This Rider may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Rider and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- R-4. Entire Agreement. This Rider and the Agreement represents the entire and integrated agreement between the Town and All Around and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement and this Rider may be amended only by written instruments signed by both parties hereto.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____
Larry Dominick,
President, Town of Cicero

Date

By: _____
All Around Amusement, Inc.
Its: Secretary

Date

ALL AROUND AMUSEMENT, INC.
21342 W. DIVISION STREET - LOCKPORT, ILLINOIS 60441
(815)725-2323 OFFICE (815)725-1313 FAX
AAARAAGS@AOL.COM

Robert Salerno, President

CONTRACT TO SUPPLY AMUSEMENTS

THIS CONTRACT made and entered on this ____ day of _____ 2022 by and between ALL AROUND AMUSEMENT, INC., (hereafter referred to as “**All Around**”) and the TOWN OF CICERO, State of Illinois, (hereinafter referred to as the “**Sponsor**”).

WITNESSETH: In consideration of the sum of One Dollar and the mutual promises contained herein, the parties aforesaid, mutually agree as hereinafter follows:

1. That **All Around** agrees to present its company, consisting of: Amusement ride devices, Amusement Attractions, Concessions, “Fun Booths,” etc., at the location, provided by the **Sponsor**, and known as: **CINCO DE MAYO, AT THE CICERO FAIRGROUNDS – 34TH STREET & LARAMIE AVENUE**, in the Town of Cicero, State of Illinois a period of four (4) days and nights per year for festivals to be held in May 5-May 8, 2022, May 4-May 7, 2023 and May 2-May 6, 2024 on such dates as shall be determined by the **Sponsor**.
2. **All Around** shall furnish all necessary roll tickets and ticket booth(s) at the location as requested by the **Sponsor** for each festival.
3. The **Sponsor** hereby agrees to pay for, furnish or provide 24-hour access to water and electric service, sufficient police protection, bill posting, advertising, garbage cans, competent ticket sellers, access to toilets beginning Tuesday (or such other date as may be agreed upon by the parties), a location designated by the **Sponsor** for set up of its company, streets, and lot privileges, parking for trucks, semi-trailers, and travel trailers at a location designated by the **Sponsor**. The **Sponsor** will provide access to water at least two (2) days prior to the start of each festival.
4. **All Around** shall have the exclusive right of providing all amusement ride devices, amusement attractions, and “fun” booths at the festivals.
5. **All Around** shall have the exclusive right of providing all popcorn, cotton candy, corn dogs, and funnel cakes (the “Food”) at the festivals, and all its sales proceeds shall likewise belong to **All Around**.
6. For and in consideration of **All Around** providing the above listed services to the **Sponsor**:

The **Sponsor** shall pay **All Around** a guarantee of \$30,000.00 and a 55/45 split between **All Around** and the **Sponsor** of the gross receipts from the monies derived from the sale of admission tickets for the shows and rides. **All Around** shall retain one hundred percent (100%) of the proceeds from the sale of the Food. The **Sponsor** shall pay **All Around** within two (2) business days after the last day of the event. If tickets are sold by the Town, the Town is responsible for any shortages in cash or tickets, including arm bands and hand stamps. Unlimited ride specials (wristbands) will be offered Daily from Opening to Closing for \$35.00 per person, per session. The **Sponsor** shall have the option of distributing no more than two thousand (2,000) unlimited ride specials (wristbands) for use during the event (the “**Sponsor’s Wristbands**”). **All Around** shall receive no remuneration of any kind for the **Sponsor’s Wristbands** and the value of the **Sponsor’s Wristbands** shall be excluded from the

determination of gross receipts. **All Around** shall provide the holders of the **Sponsor's Wristbands** with free, unlimited rides during all days and times that the event is open to the public.

7. **All Around** shall submit to the **Sponsor** a detailed drawing, to scale, that depicts the proposed name and location of rides, concessions, and equipment in the allotted space for each festival, which drawing shall be subject to the **Sponsor's** review and approval. Any replacement or substitution of said equipment shall only be permitted with the **Sponsor's** express written approval.

8. Prior to the start of each festival, **All Around** is to furnish Liability Insurance and Property Damage Insurance of not less than \$1,000,000.00 for each accident, with a certificate of said insurance sent to the **Sponsor** prior to the engagement. Said certificate of insurance shall name the Town of Cicero as an "additional insured."

9. **All Around** shall be liable and responsible for any damage to real or personal property belonging to the **Sponsor** that is caused by the installation of its shows or rides during the event and/or the removal of trucks and equipment operated by **All Around**. Precautions must be taken to prevent such damage.

10. **All Around** shall furnish Electrical Generators for the operation of the Carnival Equipment, lights, and sound.

11. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.

12. In case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism, or any unforeseen occurrence over which **All Around** has no control, then they are not to be held liable for damages by the **Sponsor**, except as otherwise set forth herein.

13. The **Sponsor** further agrees not to contract with any other like attractions for the event.

14. This contract is assignable by All Around Amusement, Inc. only with the **Sponsor's** prior written approval, which it may provide or withhold in its discretion.

15. **Sponsor** shall have the right to terminate this Contract to Supply Amusements at any time for any reason, or for no reason, by providing written notice of such termination to **All Around**.

16. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

17. If either Party prevails in any litigation or arbitration between the parties with respect to this contract, the non-prevailing party will pay all costs and expenses incurred by the prevailing party in connection with the litigation or arbitration (including reasonable attorneys' fees and costs).

18. **All Around** agrees to have a supervisor, reasonably acceptable to **Sponsor**, on duty at all times during the festivals. **All Around** agrees that it has and will comply with the requirements of the Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1, *et seq.*) regarding the employment of carnival workers and volunteers (as defined in said Act). **All Around** agrees that it has and will comply with all applicable statutes, ordinances, rules, and regulations including, without limitation, the requirements of the Business Corporation Act of 1983 (805 ILCS 5/1.01, *et seq.*) and shall maintain good corporate standing with the Illinois Secretary of State.

19. Patricia Sturdevant, an employee of the Town of Cicero, will not participate in any capacity in the receiving of **All Around's** ride tickets, selling of **All Around's** ride tickets and wristbands or dealing with any money pickups derived from the sale of **All Around** tickets and wristbands.

This contract entered and signed in duplicate in the Town of Cicero, State of Illinois, this _____ day of _____, 2022, by the duly authorized representative of the parties hereto.

SPONSOR: _____

ALL AROUND AMUSEMENT, INC.

BY: _____

BY: _____

ITS: _____

ITS: Secretary

This submission is made solely for the purpose of responding to a bid request from The Town of Cicero. All Around considers the information contained within this submission to include trade secrets, as well as commercial and financial information of All Around. As such, All Around makes claim that the information furnished herein is propriety, privileged and/or confidential and that disclosure of such information to a third party would cause competitive harm to All Around. All Around expects that consistent with 5 ILCS 140/7, no information within its contract submission will be disseminated in any way or at any time.

SPONSOR PHONE NUMBER 708-656-3600

SPONSOR FAX NUMBER 708-863-6262

SPONSOR ADDRESS 4949 W CERMAK ROAD

CICERO, IL 60804

CONTACT PERSON JEFF PESEK CELL (312)719-5200
JPESEK@THETOWNOFCICERO.COM

CONTACT PERSON FRAN REITZ CELL (708)359-3778
FREITZ@THETOWNOFCICERO.COM

POLICE NUMBER (NOT 911)

FIRE DEPARTMENT (NOT 911)

CERTIFICATE OF INSURANCE INFORMATION

THE TOWN OF CICERO

ADDITIONAL INSURED: THE TOWN OF CICERO

HOURS OF OPERATION

MONDAY _____

TUESDAY _____

WEDNESDAY _____

THURSDAY 5:00 P.M. - 10:00 P.M.

FRIDAY 5:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

SATURDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

SUNDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

MISCELLANEOUS INFORMATION

FOOD PERMITS – TOWN OF CICERO HEALTH DEPARTMENT – SUE GRAZZINI

PHONE: 708-656-3600 EXT 152 EMAIL: SGRAZZINI@THETOWNOFCICERO.COM

RIDER TO THE AGREEMENT BETWEEN ALL AROUND AMUSEMENT, INC. AND THE TOWN OF CICERO, ILLINOIS.

This Rider (this “Rider”) is attached to and made a part of the Contract to Supply Amusements proposed from All Around Amusement, Inc. (“All Around” or “AAA”) and the Town of Cicero, Cook County, Illinois (the “Town” or “Sponsor”) on the ____ day of _____, 2022 (the “Agreement”).

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

- R-1. Integration. The Agreement and this Rider shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Rider shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement, and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- R-2. Indemnification of the Town. The scope of All Around’s liability and responsibility shall include, but not be limited to, the following:

To the fullest extent permitted by law, All Around shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses, (including reasonable attorneys’ fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the services, the intentional, willful or negligent acts or omissions of All Around or the All Around Parties, (including All Around and its vendors, contractors, employees, shareholders, officers, directors, agents and any other person or entity related to AAA in any manner, including family members of officers whether related by blood or marriage), the event, or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- R-3. Counterparts. This Rider may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Rider and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- R-4. Entire Agreement. This Rider and the Agreement represents the entire and integrated agreement between the Town and All Around and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement and this Rider may be amended only by written instruments signed by both parties hereto.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____
Larry Dominick,
President, Town of Cicero

Date

By: _____
All Around Amusement, Inc.
Its: Secretary

Date

ALL AROUND AMUSEMENT, INC.
21342 W. DIVISION STREET - LOCKPORT, ILLINOIS 60441
(815)725-2323 OFFICE (815)725-1313 FAX
AAARAAGS@AOL.COM

Robert Salerno, President

CONTRACT TO SUPPLY AMUSEMENTS

THIS CONTRACT made and entered on this ____ day of _____ 2022 by and between ALL AROUND AMUSEMENT, INC., (hereafter referred to as “**All Around**”) and the TOWN OF CICERO, State of Illinois, (hereinafter referred to as the “**Sponsor**”).

WITNESSETH: In consideration of the sum of One Dollar and the mutual promises contained herein, the parties aforesaid, mutually agree as hereinafter follows:

1. That **All Around** agrees to present its company, consisting of: Amusement ride devices, Amusement Attractions, Concessions, “Fun Booths,” etc., at the location, provided by the **Sponsor**, and known as: **HOUBY FESTIVAL, LOCATED ON THE “L” STRIP FROM AUSTIN TO CENTRAL**, in the Town of Cicero, State of Illinois a period of five (5) days and nights per year for festivals in October 6-October 10, 2022, October 5-October 9, 2023 and October 3-October 8, 2024.
2. **All Around** shall furnish all necessary roll tickets and ticket booth(s) at the location as requested by the **Sponsor** for each festival.
3. The **Sponsor** hereby agrees to pay for, furnish or provide 24-hour access to water and electric service, sufficient police protection, bill posting, advertising, garbage cans, competent ticket sellers, access to toilets beginning Tuesday (or such other date as may be agreed upon by the parties), a location designated by the **Sponsor** for set up of its company, streets, and lot privileges, parking for trucks, semi-trailers, and travel trailers at a location designated by the Sponsor. The Sponsor will provide access to water at least two (2) days prior to the start of each festival.
4. **All Around** shall have the exclusive right of providing all amusement ride devices, amusement attractions, and “fun” booths at the festivals.
5. **All Around** shall have the exclusive right of providing all popcorn, cotton candy, corn dogs, and funnel cakes (the “Food”) at the festivals, and all its sales proceeds shall likewise belong to **All Around**.
6. For and in consideration of **All Around** providing the above listed services to the **Sponsor**:

The **Sponsor** shall pay **All Around** a guarantee of \$30,000.00 and a 55/45 split between **All Around** and the **Sponsor** of the gross receipts from the monies derived from the sale of admission tickets for the shows and rides. **All Around** shall retain one hundred percent (100%) of the proceeds from the sale of the Food. The **Sponsor** shall pay **All Around** within two (2) business days after the last day of the event. If tickets are sold by the Town, the Town is responsible for all shortages in cash or tickets, including arm bands and hand stamps. Unlimited ride specials (wristbands) will be offered Daily from Opening to Closing for \$35.00 per person, per session. The **Sponsor** shall have the option of distributing no more than two thousand (2,000) unlimited ride specials (wristbands) for use during the event (the “**Sponsor’s Wristbands**”). The **Sponsor** shall have the option to distribute T-shirts during the parade on Sunday giving the wearer of such T-shirts unlimited rides on Sunday only. **All Around** shall receive no remuneration of any kind for the **Sponsor’s Wristbands** or **T-Shirts** and the value

of the **Sponsor's Wristbands/T-Shirts** shall be excluded from the determination of gross receipts. **All Around** shall provide the holders of the **Sponsor's Wristbands** with free, unlimited rides during all days and times that the event is open to the public.

7. **All Around** shall submit to the **Sponsor** a detailed drawing, to scale, that depicts the proposed name and location of rides, concessions, and equipment in the allotted space for each festival, which drawing shall be subject to the **Sponsor's** review and approval. Any replacement or substitution of said equipment shall only be permitted with the **Sponsor's** express written approval.

8. Prior to the start of each festival, **All Around** is to furnish Liability Insurance and Property Damage Insurance of not less than \$1,000,000.00 for each accident, with a certificate of said insurance sent to the **Sponsor** prior to the engagement. Said certificate of insurance shall name the Town of Cicero as an "additional insured."

9. **All Around** shall be liable and responsible for any damage to real or personal property belonging to the **Sponsor** that is caused by the installation of its shows or rides during the event and/or the removal of trucks and equipment operated by **All Around**. Precautions must be taken to prevent such damage.

10. **All Around** shall furnish Electrical Generators for the operation of the Carnival Equipment, lights, and sound.

11. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.

12. In case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism, or any unforeseen occurrence over which **All Around** has no control, then they are not to be held liable for damages by the **Sponsor**, except as otherwise set forth herein.

13. The **Sponsor** further agrees not to contract with any other like attractions for the event.

14. This contract is assignable by All Around Amusement, Inc. only with the **Sponsor's** prior written approval, which it may provide or withhold in its discretion.

15. **Sponsor** shall have the right to terminate this Contract to Supply Amusements at any time for any reason, or for no reason, by providing written notice of such termination to **All Around**.

16. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

17. If either Party prevails in any litigation or arbitration between the parties with respect to this contract, the non-prevailing party will pay all costs and expenses incurred by the prevailing party in connection with the litigation or arbitration (including reasonable attorneys' fees and costs).

18. **All Around** agrees to have a supervisor, reasonably acceptable to **Sponsor**, on duty at all times during the festivals. **All Around** agrees that it has and will comply with the requirements of the Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1, *et seq.*) regarding the employment of carnival workers and volunteers (as defined in said Act). **All Around** agrees that it has and will comply with all applicable statutes, ordinances, rules, and regulations including, without limitation, the requirements of the Business Corporation Act of 1983 (805 ILCS 5/1.01, *et seq.*) and shall maintain good corporate standing with the Illinois Secretary of State.

19. Patricia Sturdevant, an employee of the Town of Cicero, will not participate in any capacity in the receiving of **All Around's** ride tickets, selling of **All Around's** ride tickets and wristbands or dealing with any money pickups derived from the sale of **All Around** tickets and wristbands.

This contract entered and signed in duplicate in the Town of Cicero, State of Illinois, this _____ day of _____, 2022, by the duly authorized representative of the parties hereto.

SPONSOR: _____

ALL AROUND AMUSEMENT, INC.

BY: _____

BY: _____

ITS: _____

ITS: Secretary

This submission is made solely for the purpose of responding to a bid request from The Town of Cicero. All Around considers the information contained within this submission to include trade secrets, as well as commercial and financial information of All Around. As such, All Around makes claim that the information furnished herein is propriety, privileged and/or confidential and that disclosure of such information to a third party would cause competitive harm to All Around. All Around expects that consistent with 5 ILCS 140/7, no information within its contract submission will be disseminated in any way or at any time.

SPONSOR PHONE NUMBER 708-656-3600

SPONSOR FAX NUMBER 708-863-6262

SPONSOR ADDRESS 4949 W CERMAK ROAD

CICERO, IL 60804

CONTACT PERSON JEFF PESEK CELL 312-719-5200

JPESEK@THETOWNOFCICERO.COM

CONTACT PERSON FRAN REITZ CELL 708-359-3778

FREITZ@THETOWNOFCICERO.COM

POLICE NUMBER (NOT 911)

FIRE DEPARTMENT (NOT 911)

CERTIFICATE OF INSURANCE INFORMATION

THE TOWN OF CICERO

ADDITIONAL INSURED: THE TOWN OF CICERO

HOURS OF OPERATION

MONDAY 12:00 P.M. – 8:00 P.M. OR TBD

TUESDAY _____

WEDNESDAY _____

THURSDAY 5:00 P.M. - 10:00 P.M.

FRIDAY 5:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

SATURDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M*

SUNDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M*

MISCELLANEOUS INFORMATION

FOOD PERMITS – TOWN OF CICERO HEALTH DEPARTMENT – SUE GRAZZINI

PHONE: 708-656-3600 EXT 152 EMAIL: SGRAZZINI@THETOWNOFCICERO.COM

RIDER TO THE AGREEMENT BETWEEN ALL AROUND AMUSEMENT, INC. AND THE TOWN OF CICERO, ILLINOIS.

This Rider (this “Rider”) is attached to and made a part of the Contract to Supply Amusements proposed from All Around Amusement, Inc. (“All Around” or “AAA”) and the Town of Cicero, Cook County, Illinois (the “Town” or “Sponsor”) on the ____ day of _____, 2022 (the “Agreement”).

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

- R-1. Integration. The Agreement and this Rider shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Rider shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement, and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- R-2. Indemnification of the Town. The scope of All Around’s liability and responsibility shall include but not be limited to the following:

To the fullest extent permitted by law, All Around shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses, (including reasonable attorneys’ fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the services, the intentional, willful or negligent acts or omissions of All Around or the All Around Parties, (including All Around and its vendors, contractors, employees, shareholders, officers, directors, agents and any other person or entity related to AAA in any manner, including family members of officers whether related by blood or marriage), the event, or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- R-3. Counterparts. This Rider may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Rider and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- R-4. Entire Agreement. This Rider and the Agreement represents the entire and integrated agreement between the Town and All Around and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement and this Rider may be amended only by written instruments signed by both parties hereto.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____ Date _____
Larry Dominick,
President, Town of Cicero

By: _____ Date _____
[REDACTED]
All Around Amusement, Inc.
Its: Secretary

ALL AROUND AMUSEMENT, INC.
21342 W. DIVISION STREET - LOCKPORT, ILLINOIS 60441
(815)725-2323 OFFICE (815)725-1313 FAX
AAARAAGS@AOL.COM

Robert Salerno, President

CONTRACT TO SUPPLY AMUSEMENTS

THIS CONTRACT made and entered on this ____ day of _____ 2022 by and between ALL AROUND AMUSEMENT, INC., (hereafter referred to as “**All Around**”) and the TOWN OF CICERO, State of Illinois, (hereinafter referred to as the “**Sponsor**”).

WITNESSETH: In consideration of the sum of One Dollar and the mutual promises contained herein, the parties aforesaid, mutually agree as hereinafter follows:

1. That **All Around** agrees to present its company, consisting of: Amusement ride devices, Amusement Attractions, Concessions, “Fun Booths,” etc., at the location, provided by the **Sponsor**, and known as: **MEXICAN INDEPENDENCE FESTIVAL, AT THE CICERO FAIRGROUNDS – 34TH STREET & LARAMIE AVENUE**, in the Town of Cicero, State of Illinois a period of four (4) days and nights per year for festivals in September 15-September 18, 2022, September 14-September 17, 2023 and September 12-September 16, 2024. For calendar years 2022, 2023 and 2024, the festivals will be scheduled on such dates as shall be determined by the **Sponsor**.
2. **All Around** shall furnish all necessary roll tickets and ticket booth(s) at the location as requested by the **Sponsor** for each festival.
3. The **Sponsor** hereby agrees to pay for, furnish or provide 24-hour access to water and electric service, sufficient police protection, bill posting, advertising, garbage cans, competent ticket sellers, access to toilets beginning Tuesday (or such other date as may be agreed upon by the parties), a location designated by the **Sponsor** for set up of its company, streets, and lot privileges, parking for trucks, semi-trailers, and travel trailers at a location designated by the **Sponsor**. The **Sponsor** will provide access to water at least two (2) days prior to the start of each festival.
4. **All Around** shall have the exclusive right of providing all amusement ride devices, amusement attractions, and “fun” booths at the festivals.
5. **All Around** shall have the exclusive right of providing all popcorn, cotton candy, corn dogs, and funnel cakes (the “Food”) at the festivals, and all its sales proceeds shall likewise belong to **All Around**.
6. For and in consideration of **All Around** providing the above listed services to the **Sponsor**:

The **Sponsor** shall pay **All Around** a guarantee of \$30,000.00 and a 55/45 split between **All Around** and the **Sponsor** of the gross receipts from the monies derived from the sale of admission tickets for the shows and rides. **All Around** shall retain one hundred percent (100%) of the proceeds from the sale of the Food. The **Sponsor** shall pay **All Around** within two (2) business days after the last day of the event. If tickets are sold by the Town, the Town is responsible for any shortages in cash or tickets, including arm bands and hand stamps. Unlimited ride specials (wristbands) will be offered Daily from Opening to Closing for \$35.00 per person, per session. The **Sponsor** shall have the option of distributing no more than two thousand (2,000) unlimited ride specials (wristbands) for use during the event (the “**Sponsor’s Wristbands**”). **All Around** shall receive ¹²⁵no remuneration of any kind for the **Sponsor’s**

Wristbands and the value of the **Sponsor's Wristbands** shall be excluded from the determination of gross receipts. **All Around** shall provide the holders of the **Sponsor's Wristbands** with free, unlimited rides during all days and times that the event is open to the public.

7. **All Around** shall submit to the **Sponsor** a detailed drawing, to scale, that depicts the proposed name and location of rides, concessions, and equipment in the allotted space for each festival, which drawing shall be subject to the **Sponsor's** review and approval. Any replacement or substitution of said equipment shall only be permitted with the **Sponsor's** express written approval.

8. Prior to the start of each festival, **All Around** is to furnish Liability Insurance and Property Damage Insurance of not less than \$1,000,000.00 for each accident, with a certificate of said insurance sent to the **Sponsor** prior to the engagement. Said certificate of insurance shall name the Town of Cicero as an "additional insured."

9. **All Around** shall be liable and responsible for any damage to real or personal property belonging to the **Sponsor** that is caused by the installation of its shows or rides during the event and/or the removal of trucks and equipment operated by **All Around**. Precautions must be taken to prevent such damage.

10. **All Around** shall furnish Electrical Generators for the operation of the Carnival Equipment, lights, and sound.

11. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.

12. In case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism, or any unforeseen occurrence over which **All Around** has no control, then they are not to be held liable for damages by the **Sponsor**, except as otherwise set forth herein.

13. The **Sponsor** further agrees not to contract with any other like attractions for the event.

14. This contract is assignable by All Around Amusement, Inc. only with the **Sponsor's** prior written approval, which it may provide or withhold in its discretion.

15. **Sponsor** shall have the right to terminate this Contract to Supply Amusements at any time for any reason, or for no reason, by providing written notice of such termination to **All Around**.

16. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

17. If either Party prevails in any litigation or arbitration between the parties with respect to this contract, the non-prevailing party will pay all costs and expenses incurred by the prevailing party in connection with the litigation or arbitration (including reasonable attorneys' fees and costs).

18. **All Around** agrees to have a supervisor, reasonably acceptable to **Sponsor**, on duty at all times during the festivals. **All Around** agrees that it has and will comply with the requirements of the Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1, *et seq.*) regarding the employment of carnival workers and volunteers (as defined in said Act). **All Around** agrees that it has and will comply with all applicable statutes, ordinances, rules, and regulations including, without limitation, the requirements of the Business Corporation Act of 1983 (805 ILCS 5/1.01, *et seq.*) and shall maintain good corporate standing with the Illinois Secretary of State.

19. Patricia Sturdevant an employee of the Town of Cicero will not participate in any capacity in the receiving of **All Around's** ride tickets, selling of **All Around's** ride tickets and wristbands or dealing with any money pickups derived from the sale of **All Around** tickets and wristbands.

This contract entered and signed in duplicate in the Town of Cicero, State of Illinois, this _____ day of _____, 2022, by the duly authorized representative of the parties hereto.

SPONSOR: _____

ALL AROUND AMUSEMENT, INC.

BY: _____

BY: _____

ITS: _____

ITS: Secretary _____

This submission is made solely for the purpose of responding to a bid request from The Town of Cicero. All Around considers the information contained within this submission to include trade secrets, as well as commercial and financial information of All Around. As such, All Around makes claim that the information furnished herein is propriety, privileged and/or confidential and that disclosure of such information to a third party would cause competitive harm to All Around. All Around expects that consistent with 5 ILCS 140/7, no information within its contract submission will be disseminated in any way or at any time.

SPONSOR PHONE NUMBER 708-656-3600

SPONSOR FAX NUMBER 708-863-6262

SPONSOR ADDRESS 4949 W CERMAK ROAD

CICERO, IL 60804

CONTACT PERSON JEFF PESEK CELL (312)719-5200
JPESEK@THETOWNOFCICERO.COM

CONTACT PERSON FRAN REITZ CELL (708)359-3778
FREITZ@THETOWNOFCICERO.COM

POLICE NUMBER (NOT 911)

FIRE DEPARTMENT (NOT 911)

CERTIFICATE OF INSURANCE INFORMATION

THE TOWN OF CICERO

ADDITIONAL INSURED: THE TOWN OF CICERO

HOURS OF OPERATION

MONDAY _____

TUESDAY _____

WEDNESDAY _____

THURSDAY 5:00 P.M. - 10:00 P.M.

FRIDAY 5:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

SATURDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

SUNDAY 12:00 P.M. - 11:00 P.M. *MUSIC TURNED OFF AT 10:00 P.M.*

MISCELLANEOUS INFORMATION

FOOD PERMITS – TOWN OF CICERO HEALTH DEPARTMENT – SUE GRAZZINI

PHONE: 708-656-3600 EXT 152 EMAIL: SGRAZZINI@THETOWNOFCICERO.COM

RIDER TO THE AGREEMENT BETWEEN ALL AROUND AMUSEMENT, INC. AND THE TOWN OF CICERO, ILLINOIS.

This Rider (this “Rider”) is attached to and made a part of the Contract to Supply Amusements proposed from All Around Amusement, Inc. (“All Around” or “AAA”) and the Town of Cicero, Cook County, Illinois (the “Town” or “Sponsor”) on the ____ day of _____, 2022 (the “Agreement”).

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

- R-1. Integration. The Agreement and this Rider shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Rider shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement, and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- R-2. Indemnification of the Town. The scope of All Around’s liability and responsibility shall include but not be limited to the following:

To the fullest extent permitted by law, All Around shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses, (including reasonable attorneys’ fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the services, the intentional, willful or negligent acts or omissions of All Around or the All Around Parties, (including All Around and its vendors, contractors, employees, shareholders, officers, directors, agents and any other person or entity related to AAA in any manner, including family members of officers whether related by blood or marriage), the event, or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- R-3. Counterparts. This Rider may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Rider and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- R-4. Entire Agreement. This Rider and the Agreement represents the entire and integrated agreement between the Town and All Around and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement and this Rider may be amended only by written instruments signed by both parties hereto.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____
Larry Dominick,
President, Town of Cicero

Date

By: _____
All Around Amusement, Inc.
Its: Secretary

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO CERTAIN AGREEMENTS WITH KLANDESTINO ENTERTAINMENT INC. TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, with the foregoing in mind, the Town has constructed numerous parks and festival grounds, which provide venues for outdoor events and festivities to be held within the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to accomplish the foregoing goals by conducting the

Cinco De Mayo Festival, the Mexican Independence Day Festival, the Houby Days Festival, and the Cicero Fest (collectively, the “Festivals”); and

WHEREAS, the Town recognizes the need for a third party to provide artists and live entertainment for the Festivals, including an additional stage for performing artists (the “Services”); and

WHEREAS, Klandestino Entertainment Inc. (“Klandestino”) has provided the Corporate Authorities with certain agreements (the “Agreements”), attached hereto and incorporated herein as Group Exhibit A, which set forth the terms, covenants, and conditions under which Klandestino will provide the Services to the Town; 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 agreements with terms substantially the same as the terms of the Agreements; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to authorize, enter into, and approve the Agreements, whereby Klandestino will provide the Services to the Town and to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate 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 Agreements in accordance with their 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 Agreements, 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 Agreements and any such other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services described herein, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

ARTIST ENGAGEMENT CONTRACT

AGREEMENT made this 14 day of March, 2022 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero . Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the ARTIST (s) referred as "Lalo Mora" "Cadetes de Linares: el Ultimo Batallon" and "Tropical del Bravo" to perform; and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT Cinco de Mayo Fest 202

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: Sat, May 7th and Sunday May 8th, 2022

HOURS OF ENGAGEMENT: Sat 7:00 p.m and 8:00 pm/ Sun From 6pm to.8pm
(schedule subject to change)

TYPE OF ENGAGEMENT: Community Festival

SPECIAL PROVISIONS: Provide adequate sound and light system. Refreshments

DETAILS: Package Fee \$27,000 (includes transportation, viaticos and lodging)

Important: Full payment must be done BEFORE perfomances.

ADDITIONAL TERMS AND CONDITIONS

The agreement of the musicians to perform is further subject to proven inability due to sickness, accidents due to means of transportation, riots, strikes, epidemics, acts of god or any other legitimate conditions beyond the control of the musicians. Performer (s) and Seller (s) explicitly agree to release and indemnify the Town of Cicero for any liability associated with this event. Performer (s) and Seller (s) are responsible to report any payment or any sales tax. In the event of any change of talent, the seller will replace the band, group or artist with other with similar status.

NOTE: In the event of cancellation by the Seller, the Seller will reimburse the full amount to Purchaser. Any cancellation by the Purchaser (THE TOWN OF CICERO.) will result in forfeit of deposit. If the Town of Cicero prevail in any litigation or arbitration between the parties with respect to this contract, Performer/ Seller will pay all costs and expenses incurred by TOC in connection with the litigation or arbitration (including promotional, advertisement, accommodations and reasonable attorney's fees.)

Date 03/15/22



Town of Cicero Authorize Rep.
Print Purchaser's Name

Armando Martinez
Seller Authorized Signature

SERVICE ENGAGEMENT CONTRACT

AGREEMENT made this 14th day of March, 2022 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero, Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the production company referred as Klandestino Promotions Inc to provide the following: **Stage 16 ' x 24' and Adequate and Professional Lights and Sound System for 2nd Stage ;** and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT: CICERO FEST 2022

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: From Jun 30th to July 3rd 2022 (4 days)

DETAILS: Equipment Rental Service Fee \$6,500.00

Important: Full payment must be done BEFORE set up.


ADDITIONAL TERMS AND CONDITIONS

The agreement of the musicians to perform is further subject to proven inability due to sickness, accidents due to means of transportation, riots, strikes, epidemics, acts of god or any other legitimate conditions beyond the control of the musicians. Performer (s) and Seller (s) explicitly agree to release and indemnify the Town of Cicero for any liability associated with this event. Performer (s) and Seller (s) are responsible to report any payment or any sales tax. The Town of Cicero, its employees, related festival providers, or any participating sponsor will NOT be responsible for any injury, loss or damage that may occur to myself (us), or property from any cause whatsoever prior to, during a subsequent to the period covered by the performance contract; and by signing this contract expressly releases all of the foresaid from and agrees to indemnify each of them against any and all claims from such loss, damage or injury.

NOTE: In the event of cancellation by the Seller (KLANDESTINO PROMOTIONS INC.) -without any legitimate condition (s) beyond his control- the Seller will reimburse the full amount to Purchaser. Any cancellation by the Purchaser (THE TOWN OF CICERO) without writing notification with a least three weeks in advance, will result in forfeit of deposit. If the Town of Cicero prevail in any litigation or arbitration between the parties with respect to this contract, Performer/ Seller will pay all costs and expenses incurred by TOC in connection with the litigation or arbitration (including promotional, advertisement, accommodations and reasonable attorney's fees.)

Date 03/15/22

Town of Cicero Authorize Rep.
Print Purchaser's Name


Armando Martinez/Klandestino
Seller Authorized Signature

SERVICE ENGAGEMENT CONTRACT

AGREEMENT made this 14th day of March, 2022 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero . Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the production company referred as Klandestino Promotions Inc to provide the following: **Stage 16 ' x 24' and Adequate and Professional Lights and Sound System for 2nd Stage ;** and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT: CINCO DE MAYO FEST 2022

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: From May 5th to May, 2022 (4 days)

DETAILS: Equipment Rental Service Fee \$7,000.00

Important: Full payment must be done BEFORE set up.


ADDITIONAL TERMS AND CONDITIONS

The agreement of the musicians to perform is further subject to proven inability due to sickness, accidents due to means of transportation, riots, strikes, epidemics, acts of god or any other legitimate conditions beyond the control of the musicians. Performer (s) and Seller (s) explicitly agree to release and indemnify the Town of Cicero for any liability associated with this event. Performer (s) and Seller (s) are responsible to report any payment or any sales tax. The Town of Cicero, its employees, related festival providers, or any participating sponsor will NOT be responsible for any injury, loss or damage that may occur to myself (us), or property from any cause whatsoever prior to, during a subsequent to the period covered by the performance contract; and by signing this contract expressly releases all of the foresaid from and agrees to indemnify each of them against any and all claims from such loss, damage or injury.

NOTE: In the event of cancellation by the Seller (KLANDESTINO PROMOTIONS INC.) -without any legitimate condition (s) beyond his control- the Seller will reimburse the full amount to Purchaser. Any cancellation by the Purchaser (THE TOWN OF CICERO) without writing notification with a least three weeks in advance, will result in forfeit of deposit. If the Town of Cicero prevail in any litigation or arbitration between the parties with respect to this contract, Performer/ Seller will pay all costs and expenses incurred by TOC in connection with the litigation or arbitration (including promotional, advertisement, accommodations and reasonable attorney's fees.)

Date 03/15/22

Town of Cicero Authorize Rep.
Print Purchaser's Name


Armando Martinez/Klandestino
Seller Authorized Signature

SERVICE ENGAGEMENT CONTRACT

AGREEMENT made this 14th day of March, 2022 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero. Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the production company referred as Klandestino Promotions Inc to provide the following: Stage 16 ' x 24' and Adequate and Professional Lights and Sound System for 2nd Stage; and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT: Mexican Independence Day 2022

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: From Sept 15th to Sept 18th 2022 (4 days)

DETAILS: Equipment Rental Service Fee \$7,000.00

Important: Full payment must be done BEFORE set up.

ADDITIONAL TERMS AND CONDITIONS

The agreement of the musicians to perform is further subject to proven inability due to sickness, accidents due to means of transportation, riots, strikes, epidemics, acts of god or any other legitimate conditions beyond the control of the musicians. Performer (s) and Seller (s) explicitly agree to release and indemnify the Town of Cicero for any liability associated with this event. Performer (s) and Seller (s) are responsible to report any payment or any sales tax. The Town of Cicero, its employees, related festival providers, or any participating sponsor will NOT be responsible for any injury, loss or damage that may occur to myself (us), or property from any cause whatsoever prior to, during a subsequent to the period covered by the performance contract; and by signing this contract expressly releases all of the foresaid from and agrees to indemnify each of them against any and all claims from such loss, damage or injury.

NOTE: In the event of cancellation by the Seller (KLANDESTINO PROMOTIONS INC.) -without any legitimate condition (s) beyond his control- the Seller will reimburse the full amount to Purchaser. Any cancellation by the Purchaser (THE TOWN OF CICERO) without writing notification with a least three weeks in advance, will result in forfeit of deposit. If the Town of Cicero prevail in any litigation or arbitration between the parties with respect to this contract, Performer/ Seller will pay all costs and expenses incurred by TOC in connection with the litigation or arbitration (including promotional, advertisement, accommodations and reasonable attorney's fees.)

Date

03/15/22

Town of Cicero Authorize Rep.
Print Purchaser's Name

Armando Martinez/Klandestino
Seller Authorized Signature

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH CURRENT TECHNOLOGIES CORPORATION FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Cicero Police Department (the “Department”) is responsible for protecting the safety of Town residents and visitors; and

WHEREAS, the Department relies on surveillance cameras within the Town to perform its duties and deter crime; and

WHEREAS, the Department recognizes the need to increase the number of security cameras (the “Equipment”) to observe the parking area located at 34th Steet and Laramie Avenue, where many Town festivals and events are held annually; and

WHEREAS, Current Technologies Corporation (“Current”), provided the Town with an agreement for the purchase of the Equipment (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to approve the Agreement for the purchase of the Equipment; 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 approve the Agreement with Current for the purchase of the Equipment and 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 accepts, authorizes, and approves the Agreement for the purchase of the Equipment and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Equipment would be subject to competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Town of Cicero
POLICE
DEPARTMENT

4901 W. Cermak • Cicero, Illinois 60804
708-652-2130 x370 • 708-863-5309 FAX

Jerry R. Chlada, Jr.
Superintendent of Police

Maria Punzo-Arias – Town Clerk
4949 w. Cermak Rd.
Cicero, IL. 60804

Subj: Current Technologies Quote #CTCQ21677

Madam Clerk,

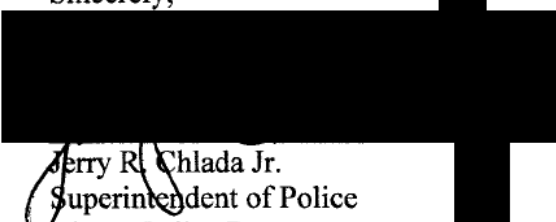
04-April, 22

Attached is quote # CTCQ1677 in the amount of \$21,412.32 from Current Technologies for additional surveillance cameras at the 34th and Laramie parking lot where the town hosts numerous large scale carnivals each year. Currently, the town has six (6) surveillance cameras strategically placed on lights poles across the grounds. Adding these six (6) additional cameras will allow the police department to get a full view of the entire grounds, with no blind spots while we conduct live surveillance of these events.

Current Technology was approved by the Town of Cicero Board of Trustees at the 30-April, 2018 Cicero Town Board Meeting (Ordinance # 28-18) to maintain our current surveillance camera system, as well as any additional surveillance camera projects.

I respectfully request that the said quote gets submitted for approval by the Board of Trustee's at the next Town of Cicero Board Meeting.

Sincerely,


Jerry R. Chlada Jr.
Superintendent of Police
Cicero Police Department



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

Prepared For:

Cicero, Town of

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

Quote

CTCQ21677
 Quote Created: 3/21/2022
 Quote Expires: 4/20/2022
 By: Sboonstra
 Description:
 Cicero, Town of - Six poles Metra Lot near Bobby Hull

6 Pole locations at Metra lot near Bobby Hull

Assumptions:

- Access to all areas needed
- Customer will allow bucket truck use
- All poles will have constant power
- All poles will be line of sight to PSO building. If there are any needs to bounce wireless around, additional charges will occur.

Line	Qty	Description	Unit Price	Ext. Price
1		METRA LOT POLE CAMERAS W/ MOUNTS		
2	6	AXIS P3727-PLE 2 Megapixel Indoor/Outdoor Full HD Network Camera - Color - Dome - 49.21 ft Infrared Night Vision - H.264 (MPEG-4 Part 10/AVC), H.264 (MP), H.264 BP, H.264 HP, H.265 (MPEG-H Part 2/HEVC), H.265 (MP), Motion JPEG, H.264, H.265 - 1920 x 1080 - 3 mm- 6 mm Varifocal Lens - 2x Optical - RGB CMOS - Bracket Mount, Junction Box Mount, Conduit Mount, Ceiling Mount, Pole Mount, Parapet Mount, Wall Mount, Recessed Mount, Pendant Mount - IK09 - IP66, IP67 - Impact Resistant, Weather Resi	\$1,330.77	\$7,984.62
3	6	AXIS T98A18-VE Surveillance Cabinet - for Surveillance, Camera, Indoor, Outdoor	\$248.57	\$1,491.42
4	6	AXIS T91B57 Pole Mount for Relay Module, Surveillance Cabinet - 66.14 lb Load Capacity	\$106.27	\$637.62
5	6	AXIS T91D61 Wall Mount for Surveillance Camera	\$77.62	\$465.72
6	6	AXIS Electrical Safety Kit A 120 V AC	\$128.44	\$770.64
7	6	AXIS T94N01D Ceiling Mount for Network Camera	\$82.24	\$493.44
8	6	Ubiquiti NanoBeam AC Gen2 NBE-5AC-Gen2 IEEE 802.11ac 450 Mbit/s Wireless Bridge - 5 GHz, 2.40 GHz - 2 x Network (RJ-45) - Gigabit Ethernet - PoE Ports - Pole-mountable, Wall Mountable, Window-mountable - 1 Pack	\$112.44	\$674.64
9	6	Ubiquiti ETH-SP-G2 Surge Suppressor/Protector	\$13.86	\$83.16
10	6	XProtect Corporate Device License	\$270.70	\$1,624.20
11	6	One year Care Plus for XProtect Corporate Device License	\$49.37	\$296.22
12	6	Current Technologies - Outdoor Device Installation Materials Bundle (for wireless access points, cameras or other devices)	\$48.44	\$290.64

Line	Qty	Description	Unit Price	Ext. Price
13		LABOR		
14	1	Non Prevailing Wage Surveillance Labor	\$6,600.00	\$6,600.00
			SubTotal	\$21,412.32

This quote is subject to Current Technologies' Terms and Conditions located at <http://www.currenttech.net/terms>
Product and labor orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt or upon completion of project. Shipping/Handling & applicable sales tax are not included in this quote and will be invoiced. The following items require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support & Thermal Cameras.

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

Agreed and Accepted by _____ Date _____ PO# _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM THE COOK COUNTY SHERIFF'S POLICE TRAINING ACADEMY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Cicero Police Department (the "Department") is responsible for protecting the safety of Town residents and visitors; and

WHEREAS, the Department requires its officers to receive appropriate training in order to perform their duties; and

WHEREAS, the Department recognizes the need to hire four (4) additional police officers for the Town (the "Candidates"); and

WHEREAS, the Department has secured spots for the Candidates with the Cook County Sheriff's Police Academy (the "Academy") for training; and

WHEREAS, the Academy has provided an invoice for tuition for Candidate training, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to approve the Invoice from the Academy; 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 approve the Invoice from the Academy for the tuition fees for the Candidates and 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 accepts, authorizes, and approves 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.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Town of Cicero
POLICE
DEPARTMENT

4901 W. Cermak • Cicero, Illinois 60804
708-652-2130 x370 • 708-863-5309 FAX

Jerry R. Chlada, Jr.
Superintendent of Police

To: Maria Punzo-Arias – Town Clerk
From: Jerry R. Chlada Jr. – Superintendent of Police
Date: 01-April, 2022
Subj: Cook County Sheriff's Police Academy Invoice

Madam Clerk,

Attached you will find an invoice from the Cook County Sheriff's Police Academy in the amount of \$13,000.00. This invoice is for the four (4) police recruits (Omero Garduno, Kyle Johansen, Miguel Avila, and Richard Lara) that are currently enrolled in the Cook County Sheriff's Police Academy and scheduled to graduate on 21-April, 2022. This invoice must be paid PRIOR to these officers taking their state examination on 18-April, 2022.

I have also already filed for reimbursement for these charges with the Illinois Law Enforcement Training and Standards Board.

[Redacted Signature]

Jerry R. Chlada Jr.
Superintendent of Police
Cicero Police Department

Cook County Sheriff's Police Training Academy

2000 5th Avenue
River Grove, IL 60171

Phone: (708) 974-5605
Email: Tamara.Korenman@ccsheriff.org

Invoice

Invoice # 22-1-C4
Date: February 1, 2022

To:
Superintendent Jerry Chlada Jr.
Cicero Police Department
4901 W. Cermak Rd.
Cicero, IL 60804

For:

Recruit Tuition Fee

RECRUIT	AMOUNT
Garduno, Omero	\$ 3,250.00
Johansen, Kyle	\$ 3,250.00
Avila, Miguel	\$ 3,250.00
Lara, Richard	\$ 3,250.00
TOTAL:	13,000.00

Please make check for Tuition payable to:
Cook County Sheriff's Police Training Academy
Robert Collins Building Room 308
2000 5th Avenue
River Grove, IL. 60171

TOWN OF CICERO
4949 W. CERMAK ROAD
CICERO, ILLINOIS 60804

00.56798
PURCHASE REQUEST
28574

TO: Cook County Sheriff's Police Training Academy DATE: 3/22, 2022
Robert Collins Building Rm308
2000 5th Avenue
River Grove, IL 60071
DEPARTMENT: Police Dept
ACCOUNT NO: 100-16-63005

QUANTITY	CAT NO.	DESCRIPTION	PRICE	TOTAL
		Recruit Tuition fee		\$13,000 ⁰⁰
		INV# 22-1-C4		
				\$13,000 ⁰⁰

PLEASE NOTE:
THIS IS A REQUEST, NOT A PURCHASE ORDER.
WHITE - CLERK'S COPY YELLOW - DEPT. HEAD'S COPY

[Redacted Signature] HEAD OF DEPARTMENT

S
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TOWN OF CICERO PURCHASE ORDER

4949 W. Cermak Rd.
Cicero, Illinois 60804
(708) 656-3600
Fax (708) 656-5801

DATE 4/04/22

No. 00-0056798-001

VENDOR NO. 36820 POLICE
SUBMIT ALL INVOICES IN DUPLICATE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE.

V
E
N
D
O
R

COOK COUNTY SHERIFF'S POLICE
TRAINING ACADEMY
ROBERT COLLINS BUILDING RM 308
2000 5TH AVENUE
RIVER GROVE IL 60171

F.O.B.	VIA
DELIVERY REQUIRED	TERMS
4/12/2022	

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	.00 EA	1. RECRUIT TUITION FEE 100-16-63005 #13000.00	13000.00	13000.00
				13000.00

DIRECT INQUIRES TO

Town Clerk

- SHIPMENTS MAY BE REFUSED IF THE PURCHASE ORDER NO. IS NOT SHOWN ON SHIPPERS AND BILL OF LADING.
- EXEMPT FROM STATE / LOCAL AND FEDERAL TAXES.

- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL.
- PARTIAL SHIPMENT WILL BE ACCEPTED IF INVOICED SEPARATELY.
- C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED.

IMPORTANT
ALL PURCHASES MUST BE MADE AND REQUISITIONED BY THE TOWN CLERK. INVOICES FOR SAME WILL NOT BE HONORED UNLESS YELLOW COPY IS ATTACHED TO INVOICE.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN QUOTE FROM KO REAL ESTATE AND REMODELING LLC FOR THE SENIOR CENTER 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’s Senior Center (the “Senior Center”) hosts many Town community events and provides necessary services for Town residents; and

WHEREAS, the Senior Center is in need of new carpeting to provide a safe and comfortable environment for Town residents (the “Services”); and

WHEREAS, quotes were obtained from vendors to provide the Services to the Town; and

WHEREAS, Ko Real Estate and Remodeling LLC provided the lowest, responsible quote for the Services (the “Quote”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have

determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Services in accordance with the terms of the Quote;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

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

effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Services contained within the Quote is subject to additional competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

invoice# 143

Ko Real Estate and Remodeling LLC

8216 N New England Ave, Niles IL

847-691-6033

4/2/2022

Diana Dominick

2250 S. 49th Ave

Cicero IL

FOR

Carpet tiles Installation Senior Center

Details

AMOUNT

Remove existing carpet

\$395.00

Provide and install 2,900 sq ft carpet tile. Labor and all material price is \$3.95 per square foot.

\$11,455.00

SUBTOTAL \$11,850.00

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$11,850.00

Payment due upon completion.

Completion Timeline - 3 days

Don Ko (847)691-6033

THANK YOU FOR YOUR BUSINESS!