
AGENDA

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

TUESDAY, JANUARY 9, 2024 - 10:00 AM

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

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

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

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

4. **Presentation**

A) Small Business Association (SBA)

5. **Approval of Bills**

A) List of Bills - 2023 Warrant #24 dated 12/20/2023

B) List of Bills-Warrant# 1, Manual Checks & Online Payments

C) Payroll 4

D) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums 22

2) HMO Premiums 25

3) Accidental Death & Dismemberment Premiums 27

6. **Permits**

A) Sam's Club 29

7. **Report**

A) Collector's Office Report & Revenue Summary	
1) December 2023	30
2) Year End	33
8. <u>Ordinances</u>	
A) An Ordinance Amending Chapter 10, Sections 10-31 And 10-33 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Video Gaming For The Town Of Cicero, County Of Cook, State Of Illinois	36
B) An Ordinance Amending Chapter 94, Sections 94-458 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Vehicle Towing And Storage For The Town Of Cicero, County Of Cook, State Of Illinois	43
C) An Ordinance Amending Ordinance No. 70-23 By Correcting A Scrivener's Error Contained Therein For The Town Of Cicero, County Of Cook, State Of Illinois	50
D) An Ordinance Regarding The Cook County Paid Leave Ordinance For The Town Of Cicero, County Of Cook, State Of Illinois	56
E) An Ordinance Authorizing And Approving Certain Agreements For The Lease Of A Printer For The Health Department Of The Town Of Cicero, County Of Cook, State Of Illinois	60
F) An Ordinance Adopting A Towing Policy As It Relates To Retrieval Of Personal Property For The Town Of Cicero, County Of Cook, State Of Illinois	77
G) An Ordinance Authorizing And Approving The Purchase Of Vehicles Stickers For The Town Of Cicero, County Of Cook, State Of Illinois	83
9. <u>Resolutions</u>	
A) A Resolution Appointing Certain Members Of The Board Of Trustees Of The Town Of Of Cicero To Specific Committees For The Town Of Cicero, County Of Cook, State Of Illinois	94
B) A Resolution Appointing Certain Individuals To Specified Positions, Boards, Commissions, And / Or Committees Within The Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois	100
C) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Urban Strategies Group To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois	119
D) A Resolution Authorizing And Approving A Certain Agreement With Nobs Towing, Inc. For The Town Of Cicero, County Of Cook, State Of Illinois	136
E) A Resolution Authorizing And Approving A Certain Agreement With Calumet City Auto Wreckers For The Town Of Cicero, County Of Cook, State Of Illinois	151
F) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case Jake Kolin V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois	165

10. *New Business*

A) Recommendation By The Board Of Police And Fire Commissioners To Hire Fourteen (14) Police Officers, Including Six (6) Candidates And Eight (8) Lateral Officers

11. *Citizen Comments (3 minute limit)*

12. *Adjournment*

DATE 1/04/24 EMPLOYEES BY
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CORPORATE

06/12/1984	REITZ, FRANCES, F
06/16/1988	CHAVARRIA, GLORIA
10/15/1988	WOLFF, JANICE, L
03/01/1989	KULAGA, BRIAN, JOSEPH
07/03/1989	JELIC, SAM
09/01/1989	MENDEZ, ELIZABETH
09/18/1989	MANETTI, LIDO, JR
09/04/1990	BARNETT, MICHAEL, W
10/16/1990	MILLER, JOHN, S
05/20/1991	ESPOSITO, ROSEMARIE
06/01/1992	KOTECKI, JIMMY
06/07/1992	WOOD, JAMES
04/26/1993	BAILEY, NANCY
12/15/1993	SANCHEZ, EDNA, M
11/16/1994	POROD, KARYN
01/17/1995	STELLA, RAMONA
08/29/1995	PUNZO ARIAS, MARIA, A
02/01/1996	MAVRINAC, DAVID, W
04/16/1996	GALVAN, ARMANDO, A, JR
10/28/1996	RIOS, SYLVIA
02/16/1997	LYTTEK, PAUL, F
02/16/1997	RUTKA, PHILIP
03/03/1997	GUZMAN, PATRICIA
04/07/1997	VIRRUSO, JOSEPH
05/20/1997	MOSCINSKI, NANCY, A
06/16/1997	JARAMILLO, JESSICA, A
07/16/1997	DEGANUTTI, JOHN, J
09/15/1997	WINES, ANDRE
10/06/1997	JIMENEZ, MIGUEL, A
10/06/1997	ROLEWICZ, TIMOTHY, J
10/27/1997	DELONG, WHITNEY, A
01/09/1998	DIAZ LUNA, FRANCISCO
02/18/1998	TORRES, MARICELA
02/19/1998	MARINO, NICHOLAS
05/01/1998	RIVERA, SAUL
06/08/1998	ROBERSON, ALBA
06/09/1998	WIECZOREK, LISA
06/15/1998	SANTIAGO, PRISCILLA
08/07/1998	MONTES DE OCA, GIOVANNI
09/08/1998	FITHIAN, GREGORY, S
09/15/1998	ESPOSITO, PATRICIA, L
10/01/1998	JOSEPH, JEFFREY
10/05/1998	PELIKAN, DONALD, J
10/16/1998	FIGLIO, STEPHEN, A
10/16/1998	PENZKOFER, JEFFREY, M
11/24/1998	VELAZQUEZ, MANUEL
01/04/1999	KOSENESKY, RHONDA, ANN
03/22/1999	MARTINEZ, JOSE, ANGEL
06/14/1999	MELLENDEZ, JACQUELINE
07/27/1999	DRAKULICH, LOUIS
07/27/1999	GILPIN, JENNIFER
07/27/1999	RAMIREZ, MATHEW, E
10/11/1999	WOOD, ALISHA, A
04/11/2000	CAVA, JOHN

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CORPORATE

04/25/2000 PACIONE, VITO, A
 04/25/2000 WOJTOWICZ, CHRISTOPHER, M
 06/05/2000 JOHNSON, MICHELE, L
 06/13/2000 PINA, RICARDO
 06/27/2000 SOCHACKI, JONATHAN
 07/12/2000 MIKOLAJEWSKI, DEBORAH, A
 09/12/2000 CHLADA, RYAN, A
 10/30/2000 ALMENDAREZ, FRANCISCO
 11/01/2000 PEREZ, RUBEN
 01/12/2001 HERNANDEZ, FRANCELIA
 03/08/2001 MANIGLIA, MICHELE
 03/28/2001 CHAVEZ, VERONICA, G
 03/28/2001 MCKEE, MICHAEL, B
 03/28/2001 NEAL, MERRIE, E
 04/06/2001 NUNEZ, FELIPE
 05/30/2001 DOMINICK, DEREK
 06/05/2001 GUTIERREZ, LILLIAN, J
 06/18/2001 SALAZAR, LAURA
 06/20/2001 RAYGOZA FERNANDEZ, ROSALBA
 07/10/2001 WALSH, JOHN, J
 09/17/2001 RODRIGUEZ, MANUEL
 09/25/2001 ANDRADE, MARCOS, R
 09/25/2001 ANDRADE, MARIA, G
 09/25/2001 VASSOS, CONSTANTINE, A
 09/29/2001 SKODA, BARTHOLOMEW, A
 10/04/2001 HERNANDEZ, JESSE
 11/13/2001 LEUZZI, DAVID, A
 11/16/2001 RUAN, JESUS
 02/26/2002 SANTORO, THOMAS, J
 03/08/2002 FOLTZ, CHRISTOPHER, W
 03/11/2002 FLORES, MARIA, D
 04/05/2002 MACIAS, JACOBO, A
 04/05/2002 MACIAS, RAYMOND, A
 06/11/2002 GARCIA, MARTHA, P
 07/15/2002 MICHAELS, ANDREW, J
 08/05/2002 CHLADA GALARZA, NICOLE, M
 08/26/2002 FRAIRE, MICHELLE, M
 08/26/2002 KOSIROG, PATRICIA, ANN
 09/09/2002 TYLKA, TIM, J
 09/18/2002 AMIGON, MARIA
 09/24/2002 SKIDMORE, MICHAEL, W
 10/18/2002 LOPEZ, LUIS
 11/18/2002 SAUCEDO, JAIME
 02/05/2003 ESCABI, MARISOL
 02/08/2003 COUCH, ALICE, L
 02/08/2003 MUSIAL, LISA, V
 02/08/2003 PRENDERGAST, GINA, V
 02/21/2003 CASTRO, VICTOR
 03/17/2003 SWIATEK, DONNA
 04/28/2003 ALVAREZ, JOSE
 06/02/2003 CERVANTES, ANTONIO
 06/10/2003 MORAVEC, RON
 06/10/2003 NAVARRO, LETICIA
 06/18/2003 PINA, ALEJANDRO

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CORPORATE

06/25/2003 BAUSONE, MARK, D
 06/30/2003 UPDYKE, CYNTHIA, J
 08/22/2003 POLASHEK, THEODORE, J
 08/22/2003 SAMMON, PATRICK, J
 08/25/2003 GUERRERO, MAGDALENA
 09/09/2003 SANTANA, LORRAINE
 09/23/2003 ERICKSON, BRADLEY
 09/23/2003 GALARZA, WALBERTO
 09/23/2003 RICHERT, ROBERT, J
 10/01/2003 RANGEL, CRUZ, G
 10/09/2003 COMAS, BENJAMIN
 11/25/2003 GUIDO, LOUIS
 01/28/2004 TERRACINO, JAMES, E
 05/03/2004 VALENCIA, LESLIE, G
 09/14/2004 BARRERA, ELIZABETH
 10/01/2004 AVILA, LEONARDINE
 12/14/2004 ALANIS, JOSE, E
 12/14/2004 ALANIS, LUIS, A, JR
 12/14/2004 PEREYRA, KENNETH
 01/18/2005 LEON, MARIA
 02/01/2005 LARA, GERARDO
 02/08/2005 CALDERON, JOSE, J
 02/17/2005 JIMENEZ, JUANITA, V
 03/17/2005 GODINEZ, FERNANDO
 05/10/2005 DOMINICK, LARRY
 05/10/2005 GARCIA, VICTOR, R
 05/10/2005 GIANAKOPOULOS, LISA, A
 05/10/2005 HERNANDEZ, ROLANDO
 06/01/2005 RUIZ, PATRICIA
 06/06/2005 WOLFF, AMANDA, M
 06/13/2005 KUSPER, SARAH
 06/14/2005 SCHMIDT, LUCY, J
 06/15/2005 SANTAMARIA, DAYANARA
 06/16/2005 DEMBOWSKI, PAUL
 06/16/2005 LOPEZ, MARIO, SR
 06/20/2005 BARLOW, ALBERT, M
 06/20/2005 CURRY, MICHAEL, J
 06/20/2005 DURAN, DAVID
 06/28/2005 ARIAS, JOSE, L, SR
 06/28/2005 CHLADA, NICOLE, D
 06/28/2005 DEMBOWSKI, CYNTHIA
 06/28/2005 DOMINICK, BRIAN, K
 06/28/2005 SCHVACH, MARYLOU
 06/28/2005 WENTE, WAYNE, L
 06/29/2005 GUZMAN, MIGUEL, JR
 07/11/2005 JELIC, NICHOLAS, J
 07/12/2005 TOMSCHIN, THOMAS, M
 07/13/2005 VICERA, ERIC
 07/18/2005 ROCHA, CESAR
 07/25/2005 CUNDARI, EMILIO, H
 07/25/2005 RUGLIO, LEO
 07/26/2005 AROCHO, EDWIN, JR
 08/08/2005 BARRIOS, ZENDA, M
 08/08/2005 LOPEZ, ELIZABETH

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CORPORATE

08/08/2005 SKRABACZ, MICHAL, R
 08/09/2005 BUCKLEY, NOAH, T
 08/09/2005 GUIDO, JAMEY, C
 08/09/2005 PEDRETTI, DANIEL, D
 08/09/2005 PEREZ, RAUL, F
 08/09/2005 SOTO, MARCELINO
 08/09/2005 ZAMORA, EDUARDO
 08/29/2005 HIGGINS, TERRY, L
 09/01/2005 PORRAS, SALVADOR
 09/01/2005 ROCHER, SERGE
 09/01/2005 SEROPIAN, DANIEL, T
 09/06/2005 BORJAS, NORMA
 09/08/2005 CASTILLO, NANCY
 09/19/2005 MUNOZ, EDUARDO, T
 09/27/2005 BARRIOS, IRWIN
 10/03/2005 CLAY, OSCAR
 10/31/2005 HERNANDEZ-BUENFIL, STEFANIE, E
 11/15/2005 MORENO, MARIA, C
 11/26/2005 KONZ, ROSEMARY, A
 12/20/2005 FUENTES, KARINA
 05/10/2006 TELITZ, NICHOLAS
 06/13/2006 DURKEE, MARY, M
 06/13/2006 NOWAK, FRANCES, J
 06/19/2006 MASTALERZ, MICHELLE, L
 07/01/2006 CANDELARIA, ADA, I
 07/10/2006 GRAHAM, KELLY, K
 07/24/2006 CRITES, JEFF, A
 09/18/2006 BRUNO, JANNETTE
 09/29/2006 KERRY, MATTHEW, A
 10/13/2006 PESEK, ELAINE
 10/31/2006 PADILLA, ANGELICA
 11/01/2006 LEALI VILUMIS, MELISSA
 11/20/2006 SOTELO, VERONICA
 01/10/2007 ALVARADO, ROBERTO, L
 01/10/2007 SAVAGLIO, FRANK, U
 01/10/2007 SCHULLO, DOMINIC, E
 01/10/2007 SCIMONE, NINO, J
 02/13/2007 GARCIA, ANTHONY
 02/20/2007 REYES, JUAN, A
 02/27/2007 PINEDA, MARIA, C
 03/20/2007 GARCIA, VICTOR, A
 03/20/2007 GARZA, ADAM, JR
 03/20/2007 RASCHKE, BRIAN
 05/06/2007 GATTO, DOMINICK
 05/06/2007 HARRIS, BARBARA
 05/06/2007 HUNTER, ELVIRA, M
 05/06/2007 MANGIA, VLASTA
 05/06/2007 POROD, ERIC
 05/06/2007 THOMAS, JEANINE
 05/18/2007 NAVARRETE, CLAUDIA
 05/22/2007 COTTON, CHRISTOPHER, A
 06/25/2007 ELLIS, AHIME
 06/26/2007 HEREDIA, ANDRES, JR
 07/09/2007 BENDA, MIKE

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CORPORATE

07/09/2007 HILL, JOSHUA
 07/09/2007 WASICKI, CHRISTOPHER
 07/12/2007 KRALKKA, BAMBI
 08/01/2007 BETKE, KYLE
 08/01/2007 MCDONALD, BRIAN
 08/06/2007 SALERNO, PATRICIA
 08/27/2007 PINEDA, MARIA, E
 10/22/2007 COUCH, TIFFANY
 10/26/2007 SANCHEZ, YOLANDA
 01/14/2008 ROBLEDO, JORGE
 01/16/2008 TOMASINO, CHRISTOPHER
 04/14/2008 RUBIO, LAURA
 04/22/2008 ARLOWSKI, MICHAEL
 04/22/2008 BAUMGARTNER, MICHAEL
 04/22/2008 LOPEZ, EDDY
 04/22/2008 ROBINSON, RICHARD
 04/22/2008 STRUSKA, STEPHEN
 04/22/2008 ZEPEDA, CESAR
 05/27/2008 CENTENO, SONIA
 05/27/2008 POLCHAN, THOMAS
 05/27/2008 POROD, ROBERT, JR
 05/27/2008 STURDEVANT, NICOLE
 05/27/2008 VARGAS, ISMAEL
 05/28/2008 PEREZ, MARGARITA
 06/09/2008 RODRIGO SCOFIELD, MARTA
 06/10/2008 KUSPER, DONALD, JR
 06/12/2008 CAHUE, JOSE
 06/19/2008 ARIAS, JOSE, L
 06/20/2008 MORELOS, ANTONIO, A
 07/14/2008 RODRIGUEZ, ANA
 08/12/2008 CASTANEDA SALGADO, TACHO
 08/12/2008 GARCIA, EDUARDO
 08/12/2008 INGVE, JONATHAN
 08/12/2008 PATER, RICHARD
 08/12/2008 PEREZ, RAMON
 08/12/2008 VAZQUEZ, CARLOS
 09/15/2008 COZZI, KENNETH
 10/24/2008 SOVA, RICHARD
 11/03/2008 HERNANDEZ, MARY
 11/19/2008 CASTELO, FRANCISCO K.
 11/20/2008 DAVILA, MANUEL
 11/21/2008 CZARKOWSKI, DAWN
 01/02/2009 BIZARRO, CECILIA
 02/13/2009 GIANAKOPOULOS, RONALD, A
 03/18/2009 PADILLA, ESTELA
 03/18/2009 TREVINO, ELVIRA
 03/22/2009 DECHICIO, MICHAEL
 05/04/2009 MLADEK, BRIAN
 06/01/2009 MANIADAKIS, VALIA
 06/01/2009 PILA, PAMELA
 06/01/2009 ROSAS, ERIKA
 06/10/2009 VARGAS, EDDIE
 07/20/2009 PILA, KIMBERLY
 09/14/2009 GIOVANNELLI, KATHLEEN

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CORPORATE

09/25/2009 GARCIA, MICHAEL
 10/01/2009 FELBINGER, RANDY
 10/01/2009 SANTOS, DANIELLE, M
 12/14/2009 KOLIN, JAKE, E
 12/14/2009 ROSS, EDWARD
 12/14/2009 STAHL, MICHAEL
 12/22/2009 ALEGRIA, MARIO
 12/22/2009 KOC, PAUL, M
 01/04/2010 MEDINA, NAOMI, G
 02/05/2010 MUNOZ, MARIA, G
 03/08/2010 TOMSCHIN, THOMAS, W
 03/23/2010 GURROLA, VICTOR
 03/29/2010 VARGAS, JESUS
 04/24/2010 PROCENTI, SANTO
 04/27/2010 DRAGISIC, BRANISLAV
 04/27/2010 INGVE, ANGIE
 05/25/2010 MIHALOPOULOS, IOANNIS
 05/25/2010 SPIZZIRRI JELIC, MARY ELLEN
 06/17/2010 BORON, SAMANTHA
 06/24/2010 MIJARES, JACOB
 06/28/2010 GRANADOS, GLORIA
 08/11/2010 VARGAS, DAVID
 10/08/2010 MARTINEZ, ERIKA
 12/28/2010 LARA, EDGAR
 12/28/2010 LOPEZ, ROSENDO
 12/28/2010 OROZCO, SALVADOR
 01/14/2011 CHAVEZ, MARISELA
 02/08/2011 NOVINGER, JOSHUA
 02/08/2011 VERTIN, JOSEPH, M
 06/01/2011 ORTIZ, WILLIAM, R
 06/07/2011 RODRIGUEZ, SAMUEL
 06/14/2011 MORENO, JOVAN
 06/14/2011 WIEST, BRANDON
 06/15/2011 REITZ, REBECCA
 06/28/2011 ADAN, ALI
 07/01/2011 MANGIA, DONALD
 09/19/2011 JOHNSON, TERYL
 09/19/2011 OLSON, ROBERTA
 10/28/2011 SANCHEZ, ROBERTO
 11/18/2011 GRANT, DARRYL
 11/29/2011 MENDEZ III, HERMAN
 12/02/2011 AHEARN, DANIEL
 12/02/2011 CALVILLO, DAVID
 12/04/2011 OBROCHTA, GEORGE, J
 12/05/2011 MINCH, CLYDE, A
 01/27/2012 CANO, CRISTIAN
 03/27/2012 LEUZZI, SHANNON
 03/27/2012 STASIAK, MICHAEL
 03/27/2012 TRAPANI, BRIAN
 05/21/2012 TOVAR, BLANCA
 05/26/2012 PEREZ, ANDRES
 06/05/2012 RAMIREZ, IBETH
 06/11/2012 HERNANDEZ, RAQUEL
 06/11/2012 POOLE, TSHURA, L

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CORPORATE

06/12/2012	CAHUE-NAVARETE, JAIME
06/19/2012	WALSH, PATRICIA
06/20/2012	BORBOR, BEHNAM
06/20/2012	FLORIO, JOSEPH
06/20/2012	OWCZAREK, GEORGE
06/20/2012	SOLIS, GERARDO
06/27/2012	BERTONE, LAURA
07/24/2012	KULAGA, MARK, S
09/25/2012	BARONA, ARMANDO
10/09/2012	MORALES, JANET
10/22/2012	ORTEGA, RUTH
11/26/2012	COCO-CALDERON, KIMBERLEY
01/13/2013	ALVARADO, ISMAEL, JR
01/28/2013	EVERHART, DIANA
01/31/2013	AVILA, JONATHAN
02/01/2013	SANCHEZ, ALBERTO
04/02/2013	BENDA, KENNETH
04/04/2013	MARQUEZ, ARGELIA
04/08/2013	LOPEZ, EDDIE, N
04/08/2013	RAMIREZ, JASON, R
04/08/2013	VEGA, ALFONSO, JR
06/01/2013	AVILES, GRETCHEN, M
06/01/2013	BAKER, JAMES, F
06/01/2013	BENEDIKT, ANNA, L
06/01/2013	CASTELLANOS, ANTONIO
06/01/2013	MORALES, VERONICA, F
06/01/2013	OWCZAREK, GERALDINE
06/01/2013	PILA, LORI, M
06/10/2013	AGUILAR, ISABEL
06/10/2013	GALVEZ RODRIGUEZ, JOSE
06/10/2013	SWEATMAN, TONI, C
06/17/2013	ACOSTA, EDUARDO
06/17/2013	GARCIA, MARLENE, M
06/17/2013	RODRIGUEZ, THOMAS, M
06/17/2013	UJEK, DONALD, J
06/17/2013	UNZUETA, GRISELDA
07/08/2013	ALVAREZ, JAIME
07/08/2013	GASCA, ADRIAN
07/08/2013	LUCZAK, MARK, D
07/08/2013	MADDEN, WILLIAM, T
07/08/2013	MCSHANE, SCOTT, C
07/08/2013	RUEDA, ALEJANDRO
07/08/2013	SANCHEZ, JOSE, R
07/08/2013	SANDOVAL, VICTOR, M
10/01/2013	MARTINEZ, MIGUEL
10/07/2013	DIMITROPOULOS, CAMILLE, C
10/28/2013	KELLEY, STEVEN, D
01/06/2014	DUFFEK, FRANK, J
01/06/2014	MARQUEZ, ANDREW
01/06/2014	SUMNER, CORINNA
01/16/2014	ROBERTSON, DIANE
02/25/2014	BARRY, PAUL, O
02/25/2014	GRADY, DAVID, R
02/25/2014	MEDINA, TIMOTHY, W

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CORPORATE

02/25/2014 SATERNUS, MATTHEW, J
 02/25/2014 TOKARZ, KENNETH
 03/26/2014 GARCIA, JUDITH
 04/22/2014 SWIATOWIEC, JUSTIN, M
 05/28/2014 GALVEZ, GABRIEL
 05/30/2014 CUNDARI, FRANCESCA, A
 05/30/2014 CUTIC, EDWARD
 06/01/2014 WOOD, SHELLY
 06/02/2014 VALDEZ, JUAN, V
 06/04/2014 PESEK, JEFFRY, A
 06/04/2014 TWOMEY, DANIEL, M
 06/09/2014 GUZMAN, ROSARIO, C
 06/10/2014 DOMINICK, ZACHARY, B
 06/16/2014 HERNANDEZ, CARLOS
 06/18/2014 SMITH, ROBERT
 07/07/2014 ALBA, EDGAR
 07/07/2014 ARLIS, KEVIN, R
 07/07/2014 COVARRUBIAS, OSCAAR
 07/07/2014 ROWE, HOPETON, O, JR
 07/09/2014 HRABAK, REID
 07/09/2014 XERIKOS, ANDY
 08/13/2014 BROPHY, PATRICK, S
 08/13/2014 CHICO, ANTHONY, R
 08/13/2014 CONLEY, GARY, L
 08/13/2014 LOPRESTI, MATTHEW, J
 08/13/2014 MAGANA, ANTHONY, L
 08/13/2014 MARCOLINI, ADAM, J
 08/13/2014 ZIBUTIS, BENJAMIN, A
 08/14/2014 D'ANGELO, DOLORES
 09/03/2014 HRABAK, KIMBERLY
 09/10/2014 MARCOLINI, JONATHON, W
 09/10/2014 PEREZ, DANIEL, A
 09/10/2014 THILL, MATTHEW, A
 09/15/2014 AVILA, AZUCENA
 09/22/2014 MUROS, JOSEFINA
 09/22/2014 QUINONES, MANUEL
 09/30/2014 GRAJEDA, ARMANDO
 10/09/2014 ARIAS, CAROLYN
 10/14/2014 MATTHIS, RICHARD
 10/17/2014 WOLFF, DANIEL, A
 11/01/2014 GUZMAN, LLAQUENI
 11/01/2014 MALICKI, RICHARD
 11/13/2014 VALERDI, ROCIO
 01/05/2015 GARCIA, EVELYN
 01/05/2015 MACIEL, ANTONIA
 01/05/2015 OPALECKY, MATTHEW
 01/05/2015 PORRAS, MARGARITO
 02/13/2015 GRIMALDI, LINDA
 04/06/2015 VERA, NESTOR
 05/04/2015 MCDORMAN, PHILIP, A
 05/11/2015 CURDA, JAMES, M
 05/11/2015 GINNETTI, MATTHEW
 05/11/2015 LAYTON, KEVIN, S
 05/26/2015 ARMENTA, BRENDA

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CORPORATE

05/27/2015 HEREDIA, LIZSANDRA
 05/27/2015 VILLA, CHRISTINA
 06/01/2015 BAUTISTA, ELIAS
 06/01/2015 HEREDIA, GUADALUPE
 06/08/2015 GUTIERREZ, ORLANDO
 06/08/2015 RIVERA, ARNOLDO
 06/10/2015 ARROYO, IVAN
 06/10/2015 FLORES, NICOLE
 10/05/2015 LOPEZ, MARTIN
 11/02/2015 SOTO, MARTIN
 11/05/2015 ARMENTA, MARGARITA
 11/28/2015 BUCIO, MICHAEL
 11/30/2015 FULARA, ROBERT
 01/11/2016 RANGEL, GEORGE, A
 01/11/2016 SERRANO, JOSE, L
 01/19/2016 CHAVARRY, CARLOS, A
 04/11/2016 CERVANTES, EFRAIN
 04/11/2016 RAMOS, REYNOL
 05/06/2016 DURAN, DOMONIQUE, A
 05/16/2016 DELGADO, ARCADIO
 05/24/2016 RYAN, MARY RITA
 05/24/2016 VARGAS, MARIA
 06/05/2016 BAHOVICH, FRANK
 06/05/2016 SOLANO, ANTHONY
 06/06/2016 BAEZ, GIOVANNI
 06/06/2016 COTTON, BRET
 06/06/2016 JIMENEZ, JENNIKA
 06/06/2016 SERRANO, SENOBIO
 06/06/2016 VALADEZ, GUSTAVO
 06/07/2016 WOOD, KAYLA
 06/10/2016 DEPASS, DAVID, W
 08/15/2016 MANETTI, ZDENKA
 10/03/2016 CERVANTES, LETICIA
 10/03/2016 ORTEGA, JUANA, A
 10/11/2016 GRIGORIO, VERONICA
 10/25/2016 QUIROGA, SANDRA
 11/15/2016 MURRAY, LAURA, A
 11/30/2016 MANGAN, JOHN
 12/13/2016 MANOUZI, MALIKA
 12/13/2016 OSTLER, WILLIAM
 12/23/2016 DOMINICK, DIANA, J
 01/09/2017 BELLO, BALDO, A
 01/09/2017 JIMENEZ, JESUS, M
 01/10/2017 PARRISH, VANESSA, N
 03/07/2017 NAVIA, GEORGE
 03/09/2017 BERLANGA, MARICELA
 04/10/2017 ESPARZA, JULIO, C
 04/24/2017 CHAVEZ, ANDRES
 04/24/2017 DIAZ, EDUARDO
 05/09/2017 POROD, ROBERT, F
 05/24/2017 IRIZARRY, DANIEL
 05/24/2017 SAUCEDO, CHRISTOPHER
 06/01/2017 TRABANINO, ABNER
 06/02/2017 MARTINEZ, BAILEY

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CORPORATE

06/02/2017 PONCE, JOSE
 06/05/2017 CHAVARRY, RICHARD
 06/05/2017 SALGADO, EVELYN
 06/07/2017 QUIROGA, ADAM
 06/12/2017 TEJEDA, PRINCESS
 06/13/2017 WHITE, ROBERT
 06/14/2017 VARGAS, CARLOS
 09/06/2017 MCGRAW, ELIUD
 10/10/2017 CORDOVA, FRANCESLYN, O
 12/13/2017 TRABANINO, SAMUEL
 12/13/2017 ZAMORA, IRMA
 01/08/2018 AGUAYO, AARON
 01/08/2018 MARTINEZ, MICHAEL
 02/17/2018 RAYA, BENJAMIN
 02/28/2018 NAGLE, JOHN
 03/06/2018 MARLAR, BARRETT
 04/27/2018 MIDELELL, DANIEL
 04/27/2018 MULBRANDON, JOEL
 04/30/2018 DIAZ, VIOLET
 05/07/2018 GARCIA, ALEJANDRO
 05/07/2018 MARTINEZ, ALYXANDRA, L
 05/07/2018 SALVATO, DAVID, C
 05/29/2018 JAROSZ, JERRY
 05/30/2018 CORTES, MARIA
 05/30/2018 DAVALOS, JUAN, L
 05/30/2018 MOTA, LUIS
 05/30/2018 VILUMIS, MICHAEL
 05/30/2018 ZEPEDA, JONATHAN
 06/03/2018 BARRIOS, CHRISTIAN
 06/03/2018 CASAS, DANIELA
 06/03/2018 FLORES MATIAS, ISAAC
 06/04/2018 CHAGOYA, EDUARDO
 06/04/2018 TAPIA, JAZMIN
 06/05/2018 CRUZ DURAN, STEVEN
 06/05/2018 SANCHEZ, ALIZAI
 06/06/2018 OSORIO, KARINA
 06/26/2018 BUSCEMI, ANGELO, D
 06/26/2018 LUNA, FERNANDO
 06/26/2018 SZCZEPANIAK, MALAKAI
 07/30/2018 ALEJANDRO, RUPERTO, JR
 07/30/2018 DELGADO, JENO, J
 08/01/2018 DAHMS, JUSTIN
 08/01/2018 GUTIERREZ, LUIS, M
 09/11/2018 HERNANDEZ, OSCAR
 09/24/2018 GOMEZ, JOSE, L
 09/24/2018 VELAZQUEZ, JHOANNA
 09/28/2018 RAY, SHIRLEY
 10/01/2018 CANO, JESUS
 10/15/2018 GARCIA, ISABEL, I
 10/15/2018 LARA, ANA
 11/27/2018 BANCROFT, AMY, E
 11/27/2018 TENBROECK, PERLA, D
 12/03/2018 TORO, CHRISTIAN, A
 02/25/2019 MORENO, JAVIER

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CORPORATE

02/27/2019 RODRIGUEZ, ANAHI, G
 02/28/2019 CIUREJ, JAMES, J
 02/28/2019 KRYGSHELD, STEVEN, A
 02/28/2019 LEAHY, KEVIN, D
 02/28/2019 PHILLIPS, PATRICK, W
 03/04/2019 FERNANDEZ, FELIX, JR
 05/03/2019 KRAUT, FRANK
 05/03/2019 KRAUT, JOSEPHINE
 05/06/2019 TALLEN, DANIEL, M
 05/14/2019 DARLING, RICHARD
 05/14/2019 DOYLE, MATTHEW, K
 05/21/2019 CASTILLO, MARILYN
 05/28/2019 DIAZ, IZEL, E
 05/29/2019 GARCIA BANCROFT, JOSHUA
 05/29/2019 REZA, EDWIN
 05/29/2019 VARGAS, EDWARD
 06/17/2019 MALDONADO, ALEJANDRO
 06/19/2019 DI GIULIO, PASQUALE
 06/24/2019 ROBLEDO, JORGE, JR
 07/15/2019 HERRERA, ALEJANDRA
 07/23/2019 HUGHES, TERENCE, W, II
 08/05/2019 HERNANDEZ, OMAR
 09/03/2019 CARDONA, JAIRO
 09/03/2019 GUTIERREZ MUNOZ, JUANA, M
 09/03/2019 MALFEO, ALEXANDER
 09/03/2019 RODRIGUEZ, SAMUEL
 09/05/2019 GALVEZ, MARIA, C
 09/09/2019 HAYES, MIA, J
 09/30/2019 ANDRADE, ANDREW
 10/21/2019 VAIS, ANTHONY, J
 11/04/2019 GARZA, FRED
 11/04/2019 OROZCO, JOSE, L
 11/30/2019 BLOOD, OLIVIA, R
 12/09/2019 GUERRERO, ANTHONY
 12/10/2019 CANNOVA, DOMINIC
 12/14/2019 KUBELKA, DAVID
 12/18/2019 PAREDES, JOSE
 01/06/2020 BARAJAS, JOEL
 01/06/2020 MARTINEZ, LUIS, D
 01/06/2020 RAMIREZ, EDMOND
 01/14/2020 HICKMAN, ADAM, D
 01/27/2020 CERVANTES, DIDIER
 01/27/2020 RANIERI, NADIA
 02/04/2020 PAREDES, ANA, L
 03/10/2020 VAVAL, CHRISTOPHER, M
 06/06/2020 CUNDARI, CARA, L
 06/09/2020 EUKOVICH, THOMAS, G
 06/18/2020 CRUZ, BRIAN
 06/29/2020 JOHNSON, CORNELIUS
 07/06/2020 GALLEGOS, MARIA, A
 07/08/2020 RIVERA, DIEGO, A
 08/12/2020 OLIVA, VICTOR
 08/31/2020 QUIROZ, LIO, A
 09/02/2020 TALSMA, EUGENE, L

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CORPORATE

09/08/2020 JAIMES, DIEGO
09/09/2020 VARGAS PENA, EVENCIO
09/14/2020 GONZALEZ, GUSTAVO
09/14/2020 KOEHLER, MICHAEL, D
09/30/2020 HERNANDEZ, BRANDEN
10/27/2020 DOMINICK, DANIELLE
12/03/2020 CASTRO, JUAN, M
12/07/2020 LAZCANO, GENARO
12/07/2020 MURPHY, BRENDAN, R
12/07/2020 SCHAEFFER, GRAHAM, P
12/07/2020 SICILIANO, JAMES, A
01/04/2021 ANGELES, OMAR
01/04/2021 BAHENA, FRANCISCO, J
01/04/2021 ENRIQUEZ, ADRIAN, M
01/04/2021 RAUBA, MARTIN, D
01/12/2021 OJEDA, JUAN, C
01/13/2021 RAUBA, MARISSA, M
01/14/2021 RAMIREZ, PERLA, J
02/09/2021 SCHWAR, STEPHEN, F
03/01/2021 RODRIGUEZ, DANIEL
03/08/2021 CASTRO, JUAN, M
03/08/2021 RAMIREZ, RAMIRO
04/12/2021 AHMAD, ALI
04/12/2021 CRANSTON, ROBERT, J
04/12/2021 GOCAL, MATTHEW, R
04/12/2021 LUPE-CANINO, ANTHONY, A
04/12/2021 ROCHKUS, NICHOLAS, A
04/12/2021 SCHLUSEMANN, CODY, A
05/03/2021 BANDA, ALONDRA, M
05/03/2021 COCTECON, OMAR, D
05/03/2021 HARO, KEVIN
05/03/2021 HEREDIA, EMANUEL
05/10/2021 RIVERA-PEREZ, ANAHID
05/10/2021 SOSA, REBECCA
06/01/2021 JAIMES, DAVID
06/01/2021 MARTINEZ, GILIANNEE, I
06/02/2021 REYES, JOSHUA
06/02/2021 VARGAS, CESAR
06/03/2021 MARTINEZ, GAEL
06/03/2021 MARTINEZ, GARETH, I
06/03/2021 NAVAL, JENNIFER
06/03/2021 OROZCO, LUIS, D
06/04/2021 BARRAGAN, DESTINY, G
06/04/2021 BARRAGAN, JASMIN
06/04/2021 BUSCEMI, DOMINICK, A
06/04/2021 DELGADILLO, BERENISE
06/05/2021 SAN PEDRO, EDGAR
06/05/2021 SAN PEDRO, LESLIE, G
06/06/2021 ROMERO, LUIS, R
06/07/2021 ESCOBEDO, JUAN, J
06/09/2021 MENDEZ, NATHAN, M
06/10/2021 OWCZAREK, JEFFREY, R
06/14/2021 AITCHESON, JAMES
06/14/2021 AYALA, SALVADOR

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CORPORATE

06/14/2021 MARCOLINI, ZACHARY, A
 06/15/2021 RETANA, CELESTE
 06/15/2021 SORIA, MOISES
 06/16/2021 COBOS, ISIDRO
 06/19/2021 VIRGEN, JOSE
 06/28/2021 MACARENO, INAN
 06/28/2021 MERCADO, ALAN, E
 06/28/2021 MORALES, BENJAMIN
 06/28/2021 MORENO, BRYAN
 07/15/2021 CHAGOYA, JESUS, M
 07/19/2021 NUNO, GABRIELA
 08/07/2021 PETRACEK, MARY, A
 08/11/2021 MORRO, GERALD, A
 08/29/2021 MEJIA, ANGELICA
 08/30/2021 DISTOR, SYRON
 09/01/2021 POLASKI, JAMES, R
 09/06/2021 SAVAGE, EDWARD
 09/07/2021 SUMERACKI, LESLEY
 09/13/2021 GARZA, BRYAN, A
 09/13/2021 GARZA, KATHIE, M
 09/18/2021 SANCHEZ, ARMANDO, E
 09/23/2021 JARAMILLO, JAVIER
 09/27/2021 TORRES GARCIA, MIGUEL
 10/04/2021 BOYLE, THOMAS, P
 10/04/2021 SANCHEZ, CARLA, Y
 10/25/2021 WOLFF, MICHAEL, A
 11/08/2021 BANDA, RAYMUNDO
 11/22/2021 MIJARES, BRENDAN, A
 11/22/2021 RAMIREZ, CLAUDIA, I
 11/29/2021 RIVERA, GEOVANNY
 12/06/2021 VERNE, GIANCARLO
 12/13/2021 DIAZ, ESPERANZA, L
 12/14/2021 GARCIA, JUDITH
 12/18/2021 MARTINEZ, MICHAEL, A
 01/04/2022 AVILA, MIGUEL
 01/04/2022 GARDUNO, OMER
 01/04/2022 JOHANSEN, KYLE, A
 01/04/2022 LARA, RICHARD
 01/05/2022 GARCIA, DANIEL, S
 01/10/2022 ALMADER TORRES, JOVITA
 01/10/2022 LAVERY, ADAM, S
 01/10/2022 LOEZA, FRANK
 01/10/2022 PALAFOX, CESAR, G
 01/10/2022 SHEEHAN, CONNOR, M
 01/10/2022 VALENTI, JESSE, A
 01/12/2022 RENTERIA, ANTHONY, V
 01/19/2022 YARBROUGH, LESIA, M
 01/24/2022 DIAZ, EDNA
 02/07/2022 NOWAK, MARK, A
 02/07/2022 TEMES, DELORES, R
 02/23/2022 ALVA, ERIKA
 03/01/2022 HURD, BRANDON, T
 03/01/2022 KUBICA, FRANCESCA, K
 03/01/2022 RUGGIERO, STEVEN, P

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CORPORATE

03/01/2022 SWISTEK, AFTON, D
 03/09/2022 ZAMBRANO, ANTONIO
 03/22/2022 VARGAS, BLANCA, M
 04/11/2022 CRUZ ANAYA, IDALIA
 04/11/2022 MENDOZA, ULISSES
 04/11/2022 WALCZAK, RYAN
 04/16/2022 RAMIREZ, SALVADOR
 05/02/2022 CAMACHO CORNELIO, MARIA, I
 05/02/2022 CAMACHO-ELLISON, LETICIA, D
 05/02/2022 CARRILLO-GIRON, NESTOR, C
 05/02/2022 CHEVRY, DONNA, M
 05/02/2022 ESTRADA, CHRISTOPHER, A
 05/02/2022 GRANGER, LYNETTE, K
 05/02/2022 HERVIEUX, OCEAN, N
 05/02/2022 KNOWSKI, LISA, M
 05/02/2022 MATHIS, SKYLAR, P
 05/02/2022 NOYOLA, PATRICIA
 05/02/2022 RAMIREZ, YARADELY
 05/02/2022 RIZO, LILIANA, L
 05/02/2022 RIZZO, CARLO, J
 05/02/2022 RODRIGUEZ, AARON, R
 05/02/2022 SMITH, GLEN
 05/02/2022 WILLIAMS, PAMELA, J
 05/05/2022 VEGA, JACKLYN
 05/05/2022 VEGA, JENNIFER
 05/09/2022 CORNEJO, MARIA, C
 05/23/2022 RAMOS, ROSALINDA
 05/31/2022 GALLEGOS, MARA, A
 05/31/2022 PULLIA, NATHAN
 06/03/2022 FLORES, ADAN
 06/03/2022 GUZMAN, ANDREW
 06/06/2022 MANFRE, RYAN
 06/08/2022 GONZALEZ, ALEJANDRO
 06/14/2022 LEATO, ABIGAIL
 06/14/2022 SAN PEDRO, EVELYN
 06/15/2022 GOMEZ, NATALIA
 06/15/2022 LEATO, AARON
 06/15/2022 PAIZ, AUSTIN
 06/21/2022 BONILLA, ANDRES, A
 06/21/2022 GARCIA, VANESSA
 06/21/2022 MAYORGA, VALENTINA
 06/21/2022 SANTOS, SARAH
 07/10/2022 FERNANDEZ, BRIAN
 07/11/2022 BAUTISTA, ANTHONY
 07/11/2022 HEREDIA, AALIYAH
 07/17/2022 GARCIA, ROBERTO
 07/18/2022 MARTINEZ, ROLANDO
 07/18/2022 REICHENBERGER, NATHAN
 07/18/2022 TALBOT, NATHANIEL
 08/15/2022 ARDOLINO, MEGHAN
 08/15/2022 WEINER, SAMANTHA
 08/15/2022 WILLIS, FELICIA
 08/25/2022 TAYLOR, JOHNNY
 08/29/2022 DIAZ, ANTONIO

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08/29/2022 MARTINEZ, NICHOLAS
 08/29/2022 MORENO, ADRIAN
 08/29/2022 NUNEZ, ALEX
 08/29/2022 WASHINGTON, JADA
 09/06/2022 GRAJEDA, ROY
 09/13/2022 SANDOVAL, RUBEN
 09/15/2022 RABER, ALYSSA
 09/19/2022 WILLIS, DELISHA
 10/17/2022 MONTIEL, JOEL
 10/17/2022 PEREZ-VARELA, RAUDEL
 10/17/2022 SPURLOCK, JARROD
 11/14/2022 GONZALEZ, OLIVIA
 11/21/2022 MORALES, MARIO
 12/08/2022 DIAZ DONATO, LUPITA
 12/12/2022 REYES, ALICIA
 12/14/2022 HUNTER, GEORGE
 12/19/2022 RODRIGUEZ, EDUARDO
 12/19/2022 ROSAS, DIANA
 01/09/2023 BRIGGS, SAMANTHA
 01/17/2023 FERNANDEZ, JOHN
 03/07/2023 RIVAS, MARIA, G
 03/13/2023 DEFRANCISCO, SAM
 03/22/2023 RODRIGUEZ, MARK
 04/03/2023 JOHNSON, PATRICK
 04/10/2023 BONILLA, FRANCISCO
 04/17/2023 NOVOA, LUIS
 04/20/2023 BONFANTE, JAVIER
 04/24/2023 CARRILLO, ALEJANDRO
 05/01/2023 JANOSEK, MATTHEW
 05/01/2023 MOLARO, MARK
 05/01/2023 NOVOA, DAVID
 05/02/2023 GALVAN ACOSTA, MARIEL
 05/11/2023 GONZALEZ, JACQUELINE
 05/11/2023 OROZCO, AARON
 05/11/2023 OROZCO, ISIDRO
 05/15/2023 ARCE, JULIANA
 05/15/2023 GORGAN, CHARLES
 05/15/2023 IBARRA-MORENO, ABELARDO
 05/15/2023 PURDY, BRYOR
 05/15/2023 RAMIREZ, CHRISTIAN
 05/15/2023 RAUZI, DANILO
 05/18/2023 GIOVANNELLI, CHRISTOPHER
 05/23/2023 BUSCEMI, COLETTE, M
 05/23/2023 CARROLL, MAUREEN
 05/23/2023 HARRIS, MICHAEL
 05/23/2023 JELIC, JEANEY
 05/23/2023 MARTINEZ, RAUL
 05/23/2023 PANOZZO, NICHOLAS, L
 06/01/2023 BARRIENTOS, DELILAH
 06/02/2023 FLORES, ALEX
 06/02/2023 FLORES, JULIAN
 06/02/2023 RODRIGUEZ, DIANA
 06/03/2023 ARCEO, AMIR
 06/04/2023 FARIAS, LEONEL

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CORPORATE

06/04/2023 LOZANO, FRANKIE
 06/05/2023 CERVANTES, STEVE
 06/05/2023 NIEVES, ANGELO
 06/05/2023 TOVAR, ALEXIS
 06/06/2023 DOMINICK, JACOB
 06/06/2023 RIOS, JORGE
 06/06/2023 ZARCO, RAMIRO
 06/07/2023 RETANA, ERNESTO
 06/08/2023 HERNANDEZ ORTIZ, GABRIEL
 06/08/2023 JUAREZ HERNANDEZ, DAISY
 06/08/2023 TOVAR, MAGALY
 06/11/2023 KORZELIK, DANIEL
 06/12/2023 CAHUE, KARLA
 06/12/2023 CONTRERAS-ORTIZ, ISABEL
 06/12/2023 ORTIZ, KAYLA
 06/12/2023 RODRIGUEZ VELARDE, GIOVANNI
 06/13/2023 ACOSTA, ANTONIO
 06/13/2023 SILVA, RONALD, A
 06/19/2023 MARTINEZ, ELVIA
 07/09/2023 RIVERA, JAVIER
 07/10/2023 YOUNG, NICOLE
 07/11/2023 CUNDARI, DEAN
 08/04/2023 RODRIGUEZ, MELQUISEDEC
 08/14/2023 VARGAS, ERIK
 08/28/2023 ALEXANDER, CHERI
 08/28/2023 BEDOY, BRIANNA
 08/28/2023 FLORES-ORTEGA, YADIRA
 08/28/2023 MAZUR, SARAH
 08/28/2023 MEDRANO-CHAVEZ, NANCY
 08/28/2023 NAVARETTE, HEDER
 08/28/2023 SCHILLO, NICOLE
 08/28/2023 TAPIA-TELLO, MARCO
 08/28/2023 TORRES, DANIEL
 09/11/2023 CERVANTES, JONATHAN
 09/11/2023 DIAZ, MARIA
 09/11/2023 DICOSTANZO, FRANK
 09/11/2023 HUITRON, IVAN
 09/11/2023 MORAN, JONATHAN
 09/11/2023 OLANDER, TAYLOR
 09/11/2023 SCALISE, LUIGI
 09/11/2023 TORNABENE, NICOLE
 09/11/2023 TRACY, MICHAEL
 09/21/2023 OROZCO, NATHAN
 10/02/2023 GALVAN, RAMON
 10/03/2023 RAMIREZ, SOCHIL
 10/10/2023 DIAZ, JASMINE
 10/10/2023 SOLORIO, JORGE
 10/18/2023 ANDRADE-LARA, JASMINE
 10/18/2023 LOPEZ-TORRES, AMITZA
 10/23/2023 ARCHILLA, IRIS
 10/24/2023 CAHUE, JAIME
 11/07/2023 LARACUENTE, VERONICA
 11/07/2023 SALAZAR, GUADALUPE
 11/07/2023 VAZQUEZ, RODOLFO

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CORPORATE
11/09/2023 GONZALEZ, CLAUDIA
11/20/2023 MENDOZA, ALEXANDER
11/28/2023 BIELAWA, MARY ANN, A
11/28/2023 BIELAWA, RICHARD, J
11/28/2023 GIL, ARTEMIO
11/28/2023 STARNES, LARRY, L
12/04/2023 DAVILA, ERIC
12/20/2024 WILLIS, TAWANDA
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Total Employees: 872
Estimated Payroll Salary: 1,733,114.18

NOTE: Hourly rates not included in estimated payroll salary

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LIBRARY

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

Total Employees: 29
Estimated Payroll Salary: 23,398.74

NOTE: Hourly rates not included in estimated payroll salary

RESOLUTION

RESOLVED THAT THE LIST OF MEDICAL CLAIMS AND THE STOP LOSS INSURANCE POLICY PREMIUM FOR THE MONTH OF NOVEMBER 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$1,548,761.83, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____

Administration Fees	Calculation Method	
RX Rebate Credit	Per Contract Per Month	(102,975.60)
Medical Rx Rebate Credit	Per Contract Per Month	(1,725.00)
Telehealth	Per Contract Per Month	358.80
Administration Fee - Dental	Per Contract Per Month	2,852.70
IL Access Fee	Monthly IL Access Fee	12,332.86
Administration Fee	Per Contract Per Month	51,087.60
Specific Stop Loss	Per Contract Per Month	70,186.80
APR Savings Program-Data Mining & Post Pay Recovery	Claim Based	260.46
APR Savings Program-Advanced Claim Edits and Coding Validation	Claim Based	1,663.73
APR Savings Program-Provider Audit	Claim Based	9,720.03
Total Administration Fees		\$43,762.38

Administration Adjustments	Incurred Date	
Continuation Premiums	11/21/2023	(3,337.55)
Continuation Admin Fee	11/21/2023	135.00
Total Administration Adjustments		\$(3,202.55)

Total Claim Charges/Credits	\$1,508,202.00
Total Administration Fees & Adjustments	\$40,559.83
Total Charges	\$1,548,761.83

Billing Contact
DANIELLE REGGIA
Email: ASO_Billing_Team@bcbsil.com

Account Executive Contact
Daniel Krueger
Email: Daniel_Krueger@bcbsil.com

Electronic payment is preferred. Check payment is acceptable.

Make checks payable to
Health Care Service Corporation

If sending via Overnight Courier

If sending via 1st Class Mail

Include
Account ID Number [REDACTED]
Amount Due **\$1,548,761.83**
Date Due **01/02/2024**

Health Care Service Corporation
Attn: 14169
5505 N. Cumberland Ave.
Suite 307
Chicago, IL 60656-1471

Health Care Service Corporation
Dept. CH 14169
Palatine, IL 60055-4169

RESOLUTION

RESOLVED THAT THE LIST OF HMO MEDICAL CLAIMS INSURANCE POLICY PREMIUM FOR THE MONTH OF DECEMBER 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$36,475.36, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____



BlueCross BlueShield of Illinois

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

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

For All Billing Inquiries Call:
800-414-7147

Account: [REDACTED] TOWN OF CICERO		
Profile: 0000625482 - ALL SUBSCRIBERS		7941
Bill Date: 11-16-2023	Payment Due Date: 12-01-2023	Page
Bill Period: 12-01-2023 to 01-01-2024		3

BILL SUMMARY

	Date	Activity	Total Due
Previous Amount Billed			\$72,368.55
Payments			
Wired Funds	11-01-2023	(36,475.36)	
Adjustments			
NONE		.00	
Total Payments and Adjustments			(\$36,475.36)
Remaining Balance			\$35,893.19
Fees			
Current Charges		36,475.36	
Subscriber Fee Adjustments		.00	
Total Fees			\$36,475.36
Total Amount Due			\$72,368.55

26

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

<p>If remitting by check, please use the payment coupon and envelope that is provided with your Bill.</p> <p>If remitting electronically via wire, please indicate the following in the description field of the transmittal:</p> <p>019209 0000625482 12-01</p>	<p>If sending your payment via overnight delivery service, please include the payment coupon and address to:</p> <p>Blue Cross Blue Shield of Illinois Attention: 650615 1501 North Plano Road, Suite 100 Richardson, TX 75081</p>
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RESOLUTION

RESOLVED THAT THE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PREMIUM FOR THE MONTH OF DECEMBER 2023, PREPARED BY BLUE CROSS BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$4,340.48, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____



BlueCross BlueShield of Illinois

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

ELIGIBILITY & BILLING:
(800) 367-6401

ELIGIBILITY CHANGES:
service.ancillary.bcbsil.com

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

STATEMENT DATE: 11/10/2023

PAID TO DATE: 11/01/2023

FOR THE PERIOD: 12/01/2023 THRU 12/31/2023

Email Address: SAJELIC@THETOWNOFCICERO.COM

Group / Account Number: [REDACTED]

BILLING SUMMARY

CURRENT PREMIUM DUE	\$4,340.48
OUTSTANDING PREMIUM DUE	\$5,904.17
TOTAL AMOUNT DUE 12/01/2023	\$10,244.65

· REMINDER, PLEASE PAY THE OUTSTANDING PREMIUM SHOWN ABOVE

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

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

Please complete other side to report changes not previously submitted

PLEASE DETACH AND RETURN WITH CHECK FOR TOTAL DUE

GROUP / ACCOUNT NUMBER: [REDACTED]

GROUP NAME: TOWN OF CICERO

FOR THE PERIOD: 12/01/2023 THRU 12/31/2023

CURRENT PREMIUM DUE \$4,340.48

OUTSTANDING PREMIUM DUE \$5,904.17

TOTAL AMOUNT DUE 12/01/2023 \$10,244.65

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





Maria Arias <marias@thetownofcicero.com>

Sam's Club membership events

1 message

Lucerito Garibay - Igariba.s06328 <lgariba.s06328.us@samsclub.com>

Thu, Dec 7, 2023 at 11:52 AM

To: Maria Arias <marias@thetownofcicero.com>

Good morning, Maria,

I hope this email finds you doing well! I am reaching out to you today to follow up with you in regards to setting up upcoming dates for Sam's Club events for the town of Cicero , employees and the community for the new year. I know that the holidays can keep us more than busy and more than usual. I hope that you can look over these dates and let me know if I can get them approved through the town at your next board meeting.

Again, thank you so much for your time and for your consideration, and I hope that you're having a wonderful rest of your afternoon! Happy holidays!

January 9th 2024. 10am- 2pm.

February 6th 2024. 10am - 2pm.

March 12th 2024. 10am - 2pm.

April 9th 2024. 10am- 2pm.

May 7th . 2024. 10am - 2pm.

June 11th 2024. 10am - 2pm.

Happy To Help

Lucerito Garibay

Sales & Training Manager

2601 s. Cicero Ave

Cicero IL, 60804

P: 708.656.3974

F: 708.656.6312

Receipts by Payment Code Report

Payment Date Range 12/01/23 - 12/31/23

Summary Listing

Payment Code	Grant	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category	Default Category - Conversion			
Default Category				
305 - DENTAL FEES		Cicero Accounts Payable	9	5,504.55
651 - FOOD SERVICE PERMIT/INSP FEES		Cicero Accounts Payable	1	150.00
672 - TOWING & STORAGE FEES		Cicero Accounts Payable	23	57,680.00
983 - NET MEDICAL SUPPLIES		Cicero Accounts Payable	9	9,001.53
Payment Category	Default Category - Conversion	Default Category	Totals	
			42	\$72,336.08
		Grand Totals	42	\$72,336.08



THE TOWN OF CICERO

Revenue Summary

Date: Fri Dec 1 2023 to Sun Dec 31 2023

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	1037	\$51,450
VT	433	\$21,110
Pet License	33	\$
Misc	47	\$2,350
Business License Fees	79	\$41,750
EL Parking Permit	20	\$2,195
Gas Tax	10	\$58,834.79
Parking Lot Tax	1	\$2,000
SETTLEMENT OF SUITS	3	\$10,186
MUNI UTILITY ELECT TAX	2	\$269,484.54
Town Sealer	3	\$6,371
Special Events	10	\$5,700
HV	32	\$10,850
AO	86	\$14,825
Dumpster Permit	11	\$275
Building Fee	177	\$36,579
Fine	2	\$300
Occ Fee	3	\$390
Plumbing Inspection	24	\$4,800
Plan Review Fee	10	\$6,020
Electrical Permits	50	\$7,149
Sign Inspection	39	\$7,262
Vacant Building Registration	10	\$2,000
2007 Bond Escrow R.E. Taxes	3	\$2,900
Credit Card Surcharge Fee	663	\$2,251.54
additional compliance inspection fee	24	\$1,200
Transfer Stamps	60	\$100,936
Escrow	38	\$

Escrow Processing Fee	37	\$3,700
Compliance	25	\$3,610
Business License Application	10	\$1,125
AO Reopening Fee	7	\$550
Reserved Handicap Parking	8	\$530
Municipal Parking Lot Permit	35	\$1,530
		Total Sales: \$680,213.87

Receipts by Payment Code Report

Payment Date Range 01/01/23 - 12/31/23

Summary Listing

Payment Code	Grant	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category Default Category - Conversion				
Default Category				
002 - GAS/FUEL TAX		Cicero Accounts Payable	151	936,811.58
305 - DENTAL FEES		Cicero Accounts Payable	160	87,330.95
404 - ADMINISTRATIVE TICKETS		Cicero Accounts Payable	696	91,850.00
405 - QUASI BAIL/BOND FORFITURE		Cicero Accounts Payable	2	150.00
651 - FOOD SERVICE PERMIT/INSP FEES		Cicero Accounts Payable	84	68,675.30
655 - RESTITUTION		Cicero Accounts Payable	1	2,910.00
672 - TOWING & STORAGE FEES		Cicero Accounts Payable	345	1,047,986.00
742 - CIRCUIT COURT CLERK		Cicero Accounts Payable	25	91,492.19
801 - REIMBURSEMENTS		Cicero Accounts Payable	11	132,294.06
810 - MISC RECEIVABLE		Cicero Accounts Payable	4	205.48
956 - YOUTH CENTER RENTAL INCOME		Cicero Accounts Payable	2	1,822.50
962 - DONATION INCOME		Cicero Accounts Payable	1	75.00
983 - NET MEDICAL SUPPLIES		Cicero Accounts Payable	154	134,957.20
Payment Category	Default Category - Conversion	Default Category	Totals	
			1,636	\$2,596,560.26
		Grand Totals	1,636	\$2,596,560.26
				33



THE TOWN OF CICERO

Revenue Summary

Date: Sun Jan 1 2023 to Sun Dec 31 2023

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	25643	\$1,240,126.15
VT	39737	\$1,866,227
Pet License	566	\$15
Misc	2696	\$134,930
Business License Fees	2947	\$1,274,942.09
EL Parking Permit	279	\$18,110
Gas Tax	270	\$1,735,975.56
Cigarette Tax	11	\$45,600
Parking Lot Tax	33	\$57,720
ELECTION REIMBURSEMENT	4	\$500
RESTITUTION	1	\$2,910
ADMISSION TAX	15	\$137,497.19
CIRCUIT COURT CLERK	37	\$151,953.66
SETTLEMENT OF SUITS	115	\$67,865.5
DAMAGE TO TOWN PROPERTY	5	\$16,808.91
NEWSLETTER ADVERTISEMENTS	6	\$1,325
CABLEVISION FRANCHISE	4	\$237,953.85
RENTAL INCOME	19	\$75,826
RTA METRA LOT FEES	8	\$1,351.04
DONATION INCOME	1	\$75
STATE GRANTS	6	\$13,007
REIMBURSMENTS	18	\$144,151.36
MISC RECEIVABLE	3	\$155.48
MUNI UTILITY ELECT TAX	12	\$1,595,521.47
GENERAL ADVERTISING	10	\$9,381.11
Town Sealer	51	\$21,543
Chaffeur License	10	\$325

Special Events	78	\$54,000
Misc	12	\$6,082.46
Raffles	1	\$50
HV	401	\$158,440
AO	1512	\$206,989
Dumpster Permit	275	\$6,200
Building Fee	3650	\$863,117
Fine	63	\$12,875
Occ Fee	88	\$13,944
Plumbing Inspection	422	\$93,954.9
Plan Review Fee	200	\$136,270
Court Recording Fee	97	\$6,111.5
Compliance	40	\$6,942
Animal Shelter Donations	1	\$1
Electrical Permits	868	\$158,729
Sign Inspection	516	\$76,750
Vacant Building Registration	104	\$20,800
Quasi Bail/Bond Forfiture	3	\$225
2007 Bond Escrow R.E. Taxes	24	\$14,575
Elevator Inspections	148	\$27,470
Zoning Fee's	7	\$3,150
Building Code Escrow Deposits	2	\$1,250
NSF Fee's	11	\$5,296
Flea/Farmers Market	11	\$1,410
Credit Card Surcharge Fee	20082	\$50,043.12
additional compliance inspection fee	343	\$17,150
Transfer Stamps	763	\$1,541,255
Escrow	448	\$4,220
Escrow Processing Fee	443	\$44,300
Dog Park Permit	12	\$100
Compliance	614	\$80,246
Business License Application	176	\$25,975
Permit - Cell Facility	1	\$5,683
AO Reopening Fee	90	\$10,350
Reserved Handicap Parking	280	\$16,860
Municipal Parking Lot Permit	308	\$32,700
		Total Sales: \$12,555,310.35

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, SECTIONS 10-31 AND 10-33 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING VIDEO GAMING FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is advisable and in the best interests of the Town and its residents to amend Chapter 10, Sections 10-31 and 10-33 of The Code Of Ordinances Of The Town Of Cicero, Illinois (the “Town Code”) regarding video gaming stickers and video gaming terminal operator licensing; and

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 amend Chapter 10, Sections 10-31 and 10-33 of the Town Code regarding the licensing of video gaming and liquor license classes.

**ARTICLE II.
AMENDMENT OF CHAPTER 10, SECTIONS 10-31 AND 10-33 OF THE CODE OF
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS**

Section 3.00 Amendment of Chapter 10, Section 10-31.

That Chapter 10, Section 10-31 of the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, as follows:

Sec. 10-31. - Licensure of video gaming terminals.

(a) Any establishment within the Town that is licensed to sell alcoholic liquor and has obtained a license to operate a video gaming terminal from the Illinois Gaming Board at such premises shall be required to apply for and obtain a video gaming sticker from the Town for each video gaming terminal located at such establishment.

(b) Any person licensed to sell alcoholic liquor may apply to the town for a town video gaming sticker ("sticker"), on an application form provided, and pay an annual fee of \$1,500.00 per sticker. Of that \$1,500.00 per gaming terminal fee, \$750.00 per gaming terminal shall be paid by the terminal operator and \$750.00 shall be paid by the licensed business/establishment owner. This is in addition to any fee or penalty required by the relevant provisions of the Town Code and in addition to any other requirements pursuant to the Town's liquor and business licensing regulations. A sticker shall be required for each video gaming terminal at the premises.

(c) All video gaming terminals at premises within the Town shall display a Town video gaming sticker at all times.

(d) Town video gaming stickers shall not be issued for any video gaming terminal that is located: (i) within 1,000 feet of a horse racing or riverboat gaming facility; or (ii) within 100 feet of a school or place of worship.

(e) No more than six video gaming terminals may be located on any premises where alcoholic liquor is sold.

(f) Video gaming terminals must be located in an area that is restricted to persons over 21 years of age. The entrance to such area must be within the view of at least one employee of the premises.

(g) No licensee may cause or permit any person under the age of 21 to use or play a video gaming device.

(h) Video gaming terminals may be used only during the hours of operation for the consumption of liquor on the premises.

(i) Any holder of a video gaming sticker must comply with all provisions of the Video Gaming Act (230 ILCS 40/1, et seq.), as the same may be amended from time to time, and must follow all rules, regulations and restrictions imposed by the Illinois Gaming Board and the Local Liquor Control Commissioner.

(j) All licensees shall install, use and maintain functional security cameras inside the premises and at all entrances and exits to the premises, and said recordings shall be maintained for a minimum of 30 days and licensees are encouraged to cooperate with law enforcement agencies related to immediate viewing of these videos when emergencies or other similar circumstances warrant. The licensees shall provide proof of such installation, use and maintenance of functional security cameras prior to renewal of any business license, video gaming license and/or the liquor license, whichever renewal is first. A failure to provide such proof may result in a delay in the renewal of said license or a rejection of same.

(k) Not more than ~~ninety (90)~~ one hundred twenty (120) establishments within the Town shall be issued video gaming stickers. In the event that any such establishment:

(i) fails to renew its video gaming stickers within thirty days (30) of the expiration of the stickers;

(ii) has its video gaming stickers or its liquor license revoked;

(iii) closes for a period of six months or more; or

(iv) elects to surrender its video gaming stickers

Then another establishment may be selected by the Town from a pool of qualified applicants on a first come first served basis. The Business License Department shall

maintain a list of eligible applicants who shall be notified when video gaming stickers become available for new establishments.

Section 3.01 Amendment of Chapter 10, Section 10-33.

That Chapter 10, Section 10-33 of the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, as follows:

Sec. 10-33 Video Gaming Terminal Operator License.

The regulations and provisions contained in this section and the divisions thereunder shall apply to terminal operators as such term is defined in the Illinois Video Gaming Act, 230 ILCS 40.

(a) No terminal operator shall own, service, place and/or maintain any video gaming terminal in the town without having first obtained from the town a Video Gaming Terminal Operators License.

(b) Application for a Video Gaming Terminal Operator License shall be made in writing to the town clerk upon a form to be supplied by the town and shall contain the address and name of the location(s) in which the applicant will own, maintain, operate, or place video gaming terminals as well as the number of video gaming terminals at each location. Applicant shall further provide a copy of any current license or licenses issued to the applicant by the state under the Video Gaming Act, 230 ILCS 40. No terminal operator shall be issued more than one Video Gaming Terminal Operators License.

(c) The annual fee for the Video Gaming Terminal Operator License shall be based upon the number of video gaming terminals owned, maintained, operated or placed within the town. The annual fee for the Video Gaming Terminal Operator License is \$750 dollars for each of the number of video gaming terminals owned, maintained, operated or placed within the town. The fee is due by the 1st of January. The fee shall be nonrefundable. The fee shall be prorated by one-half for any license obtained after the 1st of October.

(d) Video Gaming Terminal Operator Licenses expire on the 31st of December.

(e) A Video Gaming Terminal Operator License may be revoked by the local liquor commissioner, or his/her designee, for any violation of any of the provisions of the Code of Ordinances of the Town of Cicero, Illinois, or any applicable laws, rules, or regulations of the state relating to the Video Gaming Act, 230 ILCS 40, and such revocation may be in addition to any fine. However, no such license shall be revoked or suspended, and no fine shall be imposed, except after a public hearing by the local liquor commissioner, or his/her designee, with at least five (5) days' prior written notice, to the licensee,

affording the licensee an opportunity to appear and defend. If the licensee fails to appear for such public hearing after receiving notice, a default judgment may be entered and the local liquor commissioner may revoke or suspend the license, and/or impose a fine.

(f) Notwithstanding anything contained herein to the contrary, not more than ~~ninety (90)~~ one hundred twenty (120) establishments within the Town shall be issued video gaming stickers regardless of how many Video Gaming Terminal Operator Licenses are issued.

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

**ARTICLE III.
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 upon its passage and approval in accordance with law.

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 94, SECTION 94-458 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING VEHICLE TOWING AND STORAGE FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Code of Ordinances of the Town of Cicero (the “Town Code”) currently regulates the towing and storage of vehicles as authorized by the Town for certain violations of the Town Code (the “Existing Regulations”); and

WHEREAS, in order to, among other things, ensure that there is sufficient parking for Town residents, the President of the Town (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) recognize the need to update the Existing Regulations from time to time; and

WHEREAS, based on the foregoing, the Corporate Authorities have further determined that it is necessary for the public health, safety, and welfare of the Town and its residents to update and clarify the Existing Regulations as set forth herein;

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to amend Chapter 94, Section 94-458 of the Town Code to update and clarify the Existing Regulations and to authorize the President and other Town officials and employees to take all action necessary to carry out the intent of this Ordinance.

**ARTICLE II.
AMENDMENT TO CHAPTER 94, SECTION 94-458
OF THE TOWN CODE**

Section 3.00 Amendment to Chapter 94, Section 94-458.

The Town Code is hereby amended, notwithstanding any provision, ordinance, resolution or Town Code section to the contrary, by amending the following Town Code sections as set forth herein:

Sec. 94-458. - Definitions; fee for removal of immobilization device; fees for vehicle towing and storage.

- (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:

Administrative fees means fees that are imposed in cases where a vehicle is released to an insurance company or lienholder/finance company and is stored for a period of five calendar days or more, causing additional paperwork and labor to be completed by town personnel. Administrative fees shall also apply when town personnel must tow the vehicle out of the contracted towing company lot. The additional pull-out fee of \$25.00 would not apply in these circumstances.

Cleanup fee means a fee that is imposed after an accident and town personnel and/or public safety personnel must clear the streets of all debris created by said accident for

the safety of vehicles, pedestrians and other users of the streets and sidewalks in the area of the accident. A cleanup fee is designed to reimburse the town for additional time, labor and disposal costs associated with site cleanup related to accidents and/or towed vehicles.

Flatbed tow truck means a truck with a long empty bed with a flat top where hydraulics are used to move the flatbed upwards and downwards for easy loading and unloading of towed vehicles, where vehicles can be driven onto the ramp or bed, or pulled or pushed onto the ramp or bed of the truck.

Tow dollies means equipment that is utilized for all-wheel-drive vehicles, along with some front- and rear-drive vehicles depending on the make and model. The dolly is a smaller, portable axle which allows the vehicle to be moved without damaging the drive axles. Use of tow dollies in the towing of a vehicle is slightly more labor intensive as compared to a traditional tow.

Winch fees means fees that are imposed in the event where a winch needs to be used in order to move a vehicle. Typically, winches are used when a vehicle rolls over and become stuck in ditches. In that case, a winch is used to pull the vehicle out of the ditch and roll said vehicle over to remove it from hazardous areas or situations. The use of a winch requires additional equipment, time and labor and thus, requires an additional fee.

Window coverings means equipment that is used where any vehicle, typically after accidents, arrives on the lot with a broken or shattered window, or the window cannot be rolled up. This is a protective measure for the vehicle owner for safekeeping against weather damage.

(b) The fee for the removal of an immobilization device on a vehicle shall be \$100.00.

(c) The fees for vehicle towing and storage are as follows:

(1) Passenger car towing fee~~\$140.00~~200.00.

a. Storage per day\$40.00.

(2) Small to midsize sport utility vehicle (SUV), and mini-van ~~and motorcycle~~ towing fee~~\$150.00~~200.00.

a. Storage per day\$50.00.

(3) Large sport utility vehicle (SUV), pickup truck and commercial vehicle towing fee~~\$160.00~~200.00.

a. Storage per day\$60.00.

(4) Motorcycle towing fee....\$250.00

a. Storage per day \$40.00

(45) In the event any vehicle requires the use of a flatbed tow truck, the amount added to base towing fee shall be~~\$20.00~~40.00.

(56) In the event any vehicle requires the use of a tow dolly, the amount added to the base towing fee shall be\$40.00.

(67) In the event any vehicle requires the use of a winch, the amount added to the base towing fee shall be~~\$50.00~~125.00.

(78) In the event town personnel [are] required to provide cleanup of a large quantity of wreckage or debris, which shall be defined as cleanup requiring at least 20 or more minutes of cleanup, the amount added to the base towing fee shall be\$30.00 to \$50.00 depending on the severity of the scene. The use of oil dry shall be added to the base towing fee in the amount of \$50.00 per container.

(89) In the event any vehicle requires window coverings, the following fees shall apply:
.....

a. Per side window\$10.00.

b. Per front or rear window\$15.00.

(910) Administrative fees shall apply for all vehicles requiring release to an insurance company, lienholder/finance company in the amount of~~\$30.00~~50.00. Administrative fees shall otherwise be \$25.00.

(1011) Lock-outs shall be provided free of service to town residents.

a. In the event any vehicle requires lock-outs services and the owner is a non-resident, the fee shall be~~\$40.00~~50.00.

(1112) In the event of the need of jump-starting services, the fee shall be\$40.00.

(1213) In the event a vehicle requires town personnel to remove the vehicle off of a town-owned impound lot, the fee shall be~~\$25.00~~30.00.

(1314) In the event that a specialized towing vehicle is required to tow any vehicle, including but not limited to commercial vehicles, the vehicle owner shall bear any and all costs and fees associated with towing said vehicle.

(d) All vehicles registered in the town, or that by law should be registered in the town, must have a valid town vehicle tag or sticker to be released.

Section 3.01 Other Actions Authorized.

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

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 70-23 BY CORRECTING A SCRIVENER’S ERROR CONTAINED THEREIN FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”), with the advice and consent of the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”), previously determined that was in the best interests of the Town and its residents to establish compensation for members of the Senior Advisory Commission and the Stormwater Advisory Board; and

WHEREAS, in accordance with the above determination, on November 28, 2023, the Corporate Authorities passed and approved Town Ordinance No. 70-23 entitled *An Ordinance Amending Chapter 2, Section 2-465 And Section 2-860.4 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding The Senior Advisory Board And The Stormwater Advisory Board For The Town Of Cicero, County Of Cook, State Of Illinois* (the “Code Amendment”), incorporated herein by reference; and

WHEREAS, it was subsequently realized that the Code Amendment contained a scrivener's error (the "Error"), and the Code Amendment should have revised another portion of Chapter 2, Section 2-465; and

WHEREAS, specifically, the Code Amendment should have referred to the Senior Advisory Commission and not the Senior Advisory Board; and

WHEREAS, to carry out and give effect to the above findings and determinations of the Corporate Authorities, the Code Amendment must be amended to properly and accurately reflect the intent of the Corporate Authorities; and

WHEREAS, the Corporate Authorities have therefore determined that it is in the best interests of the Town to amend the Code Amendment, thereby correcting the Error, 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 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to amend the Code Amendment, thereby correcting the Error, as set forth herein, to take all steps necessary to effectuate the terms of this Ordinance and to ratify any steps taken to effectuate the intent of this Ordinance.

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

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

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

Sec. 2-465. - Senior advisory board.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Senior advisory committee.* There shall also be created a senior advisory committee that shall advise the senior advisory board on issues related to senior life in Cicero. The members of the advisory committee shall be selected by a majority vote of the board of trustees. There is no specific number of senior advisory committee members; instead the size of the committee shall vary depending on current needs and interest. The members of the senior advisory committee shall receive compensation for their services in the amount of \$1,200.00 annually.

Section 3.01 Other Actions Authorized.

The Code Amendment is hereby amended to reflect the changes set forth herein.

The officers, employees, and/or agents of the Town shall take all actions necessary or reasonably required to carry out, give effect to and consummate the amendment contemplated by this Ordinance and take all actions 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 Ordinance and to issue such payments as may be necessary, and all prior actions in accordance with the intent of this Ordinance are hereby ratified.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE REGARDING THE COOK COUNTY PAID LEAVE ORDINANCE FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, on December 14, 2023, the Cook County Board of Commissioners passed into law an amendment to its Paid Leave Ordinance (the “Amended Ordinance”); and

WHEREAS, the Amended Ordinance took effect December 31, 2023; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Board” and with the President, the “Corporate Authorities”) recognize the importance of paid leave and currently provide reasonable paid leave benefits to Town employees; and

WHEREAS, the Town has determined that applying the Amended Ordinance to its own employees will negatively impact the Town and place an undue financial and operational burden on the Town's ability to provide uninterrupted services to its residents; and

WHEREAS, the Town believes and hereby declares that it is in the best interests of the Town as an employer to clearly define the paid leave benefits that Town employees shall receive and that it is in the best interests of the Town to opt out of the Amended Ordinance;

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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

**ARTICLE II.
DECLARATION**

Section 2.00 Paid Leave Policy.

The Town hereby adopts its current paid leave policy for all Town employees as set forth in the Town's Code of Ordinances, Employee Handbook, Annual Salary Ordinances, any collective bargaining agreements to which the Town is a party and all other binding legislative actions governing paid leave adopted by the President and Board of Trustees of the Town, as the same may be amended from time to time. However, in no event shall the Town, as an employer, provide less than one (1) day of paid leave per year to any Town employee.

Section 3.00 Declaration.

Pursuant to the Town's home rule authority, the Town hereby declares that the Town, as an employer, is exempt from the requirements of Cook County's Amended Ordinance. The Town, as an employer, shall have no additional obligations with regard to mandatory paid leave, including, without limitation, any obligations provided under the Amended Ordinance, except those obligations required by federal and/or state law which validly preempt the Town's home rule authority.

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

Section 4.00 Superseder.

All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 5.00 Severability.

If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 6.00 Publication.

The Town Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and shall be retroactive to December 31, 2023.

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING CERTAIN AGREEMENTS FOR THE LEASE OF A PRINTER FOR THE HEALTH DEPARTMENT OF THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Health Department (the “Department”) provides important health and medical services to residents of the Town; and

WHEREAS, to maximize efficiency, improve organization, and improve the quality of recordkeeping, the Department is in need of a new printer specifically, one (1) Altalink C8155H2 (the “Equipment”); and

WHEREAS, Chicago Office Technology Group, Inc. d/b/a Xerox Business Solutions Midwest has provided the Town with a Sales and Service Agreement for the lease of the Equipment for a period of sixty (60) months, and Xerox Financial Services, LLC has provided a Cost Per Image Agreement (together, the “Agreements”); and

WHEREAS, the Agreements are attached hereto and incorporated herein as Group Exhibit A; and

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

WHEREAS, through the adoption of this Ordinance, a majority of the Town Board hereby waives all bidding requirements applicable to the lease of the Equipment; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to lease the Equipment and enter into the Agreements for the same; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the lease of the Equipment in accordance with the terms of the Agreements, to waive any bidding requirements applicable to said purchase, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes the lease of the Equipment in accordance with the terms of the Agreements and waives any bidding requirement applicable to said purchase. The Town further authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as

may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the purchase of the Equipment contemplated by this Ordinance are hereby authorized, approved, and ratified by this reference.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

BILL TO			SALES & SERVICE AGREEMENT			SHIP TO		
CUSTOMER NAME Cicero, Town Of			CUSTOMER NAME TOWN OF CICERO HEALTH DEPARTMENT					
ADDRESS 4949 W CERMAK RD			ADDRESS 2250 S 49TH AVE					
CITY, STATE ZIP CICERO, IL 60804			CITY, STATE ZIP CICERO, IL 60804					
BILL TO CONTACT PERSON Laura Guerro	BILL TO PHONE NUMBER 708-656-3600	BILL TO EMAIL lguerrero@thetownofcicero.com	SHIP TO CONTACT PERSON Laura Guerro	SHIP TO PHONE NUMBER 708-656-3600	SHIP TO EMAIL lguerrero@thetownofcicero.com			
SALESPERSON Nelli, Alex	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20273650	SERVICE CONTRACT CONTRACT #	<input checked="" type="checkbox"/> Replace	MPS CONTRACT CONTRACT #			
LEASE PAYMENT			SERVICE PAYMENT			MPS PAYMENT		
\$458.43 Monthly			Included in Lease			N/A		
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE
1	AltaLink C8155H2	2250 S 49TH AVE	AltaLink C8155H2 with Accessories	B&W: Pool #1 Color: Pool #1	Included in Lease	Included in Lease

<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)	<input checked="" type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM	SUBTOTAL	See Lease
NOTE / ADJUSTMENT DETAILS		SPECIAL SERVICES FEES	
		OTHER ADJUSTMENTS	

CONTRACT TYPE		EFFECTIVE DATES		TRANSACTION TYPE
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS	60 Months	Actual start date based on delivery or lease commencement.
<input checked="" type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE		

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

CONTRACT POOLS		INCLUDED IN LEASE PAYMENT		<input checked="" type="checkbox"/> SERVICE	<input type="checkbox"/> MPS
POOL	VOLUME	OVG. RATE	PAYMENT	BASE FRQNCY	OVG. FRQNCY
B&W: Pool #1	1,000	0.00500	Included in Lease	Monthly	Quarterly
Color: Pool #1	1,000	0.05000	Included in Lease	Monthly	Quarterly

REMOTE SERVICE TECHNOLOGY <input type="checkbox"/>	XDA/XDM <input checked="" type="checkbox"/>	FM AUDIT <input checked="" type="checkbox"/>	DECLINE <input type="checkbox"/>	PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON Jose Orozco	TECH PHONE # 773-619-5846	TECH EMAIL [REDACTED]	METER CONTACT PERSON Marisol Escabi	METER PHONE # 708-656-3600	METER EMAIL mescabi@thetownofcicero.com	

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

QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE
CUSTOMER ACCEPTANCE					

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

AUTHORIZED CUSTOMER SIGNATURE:	TITLE:
SIGNER'S NAME (PRINTED):	DATE:
COMPANY SALES:	DATE:

Sales and Service Terms and Conditions

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

Initials

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13. **INTELLECTUAL PROPERTY.**

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

TRADE-IN EQUIPMENT / LEASE RETURN FORM

This Form is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

RETURN TO COMPANY		LEASE CONTRACT #	SALES REP
WELLS FARGO		603-0192890-000	Nelli, Alex
BILL TO		CONTACT	
CUSTOMER #	TO03-001:22BS70	CONTACT	Laura Guerro
CUSTOMER NAME	Cicero, Town Of	PHONE	708-656-3600
ADDRESS	4949 W CERMAK RD CICERO,IL 60804	EMAIL	lguerrero@thetownofcicero.com

BUYOUT / TRADE-IN							
TRADE-IN TYPE	TERMS OF PAYOFF						
Lease Company Upgrade	Company is performing an equipment upgrade and lease payoff for equipment listed for Customer. The Company will pick up and return the equipment on the Customer's behalf.						
MAKE/MODEL	PICKUP LOCATION	SERIAL #	SERVICE TAG	BW METER	COLOR	TOTAL	DISPOSITION
Xerox XEROX ALTALINK C8045 MFP TANDEM TRAY COLOR COPIER- 45PPM	TOWN OF CICERO HEALTH DEPARTMENT 2250 S 49TH AVE CICERO, IL 60804	8TB572182	A9796				Return

The Company agrees to remove, store and return (if applicable) the Trade-In Equipment listed above at no charge provided the following:

1. You, the Customer, maintain insurance coverage for the Trade-In Equipment until the equipment has been returned to the leasing company.

INITIAL ()

2. For Trade-In Equipment to be returned to its lessor, You, the Customer, agree, upon request, to provide the Company with the return instructions (shipping address and due date for return) via email to: xbs-midwest-leaserepairs@xerox.com ATTN: End of Lease Dept such that it is received no later than 5 (five) calendar days after the request.

INITIAL ()

3. You, the Customer, acknowledge that the Company shall not be financially responsible for any additional fees, penalties, or payments of any kind relating to the lease arising from the Customer's failure to fulfill Your obligation on the original lease as agreed.

INITIAL ()

CUSTOMER ACCEPTANCE			
<p><i>I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of Customer. Authorized signature certifies the accuracy of the information provided herein. Unless otherwise indicated in this agreement, it is solely the Customer's responsibility to secure any sensitive data and permanently delete such data from the internal media storage prior to Company taking possession of the equipment. The Customer shall hold the Company harmless from the Customer's failure to secure and permanently delete all such data.</i></p>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Cost Per Image Agreement



Supplier Name & Address: Chicago Office Technology Group, Inc. (d/b/a Xerox Business Solutions Midwest)– 3 Territorial Court		Agreement Number:	
CUSTOMER INFORMATION			
Full Legal Name: Cicero, Town Of		Phone: 708-656-3600	
Billing Address: 4949 W CERMAK RD		Contact Name: Laura Guerrero	
City: CICERO	State: IL	Zip Code: 60804	Contact Email: lguerrero@thetownofcicero.com

EQUIPMENT		MONTHLY IMAGE ALLOWANCE*		EXCESS IMAGE CHARGE **		
Quantity	Model and Description	Equipment Location	B&W	COLOR	B&W	COLOR
	SEE ATTACHED "EQUIPMENT SCHEDULE A"					

Excess Image Charge Billing Frequency: SEE ATTACHED "EQUIPMENT SCHEDULE A" *Included in Base Payment **Plus applicable taxes

TERM (in months)	BASE PAYMENT – (plus applicable taxes)	Equipment Location (if Different from Billing Address):
Initial Term: 60 months	\$458.43 Monthly Frequency: Monthly	SEE ATTACHED "EQUIPMENT SCHEDULE A"

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signature X:	Date:	Federal Tax ID # (Required):
Print Name:	Title:	

OWNER ACCEPTANCE

Accepted By: XEROX FINANCIAL SERVICES LLC	Name and Title:	Date:
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TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Per Image Agreement



This Equipment Schedule "A" is attached to and becomes a part of the Agreement Number listed below, between Xerox Financial Services LLC and the undersigned Customer.

Agreement Number:

EQUIPMENT			
Quantity	Model and Description	Location	Meter Pools
1	AltaLink C8155H2 with Accessories	TOWN OF CICERO HEALTH DEPARTMENT 2250 S 49TH AVE CICERO, IL 60804	B&W: Pool #1 Color: Pool #1
METER POOL INFORMATION			
Name	Allowance	Excess Rate	Excess Frequency
B&W: Pool #1	1,000	0.00500	Quarterly
Color: Pool #1	1,000	0.05000	Quarterly

OTHER		
Quantity	Model and Description	Equipment Location

This Schedule "A" is hereby verified as correct by the undersigned Customer

Customer: Cicero, Town Of	
Authorized Signature X:	Date:
Name:	Title:

**ADDENDUM TO THE COST PER IMAGE AGREEMENT BETWEEN THE TOWN OF
CICERO AND XEROX FINANCIAL SERVICES LLC.**

This Addendum (this "Addendum") to the Cost Per Image Agreement (the "Agreement") is made by and between the Town of Cicero (the "Town") and Xerox Financial Services LLC ("Xerox").

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Town and Xerox to amend the Agreement as follows:

- A-1. Integration. This Addendum shall be effective as of the same date as the Agreement. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. The provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provisions of the Agreement, the provision of this Addendum shall control.
- A-2. Amendment to Section 19 Governing Law, Jurisdiction, Venue and Jury Trial Waiver. Section 19 Governing Law, Jurisdiction, Venue and Jury Trial Waiver is amended by deleting the section in its entirety and replacing it with the following: "This Agreement is governed by, and shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue of any action to enforce this Agreement, or otherwise relating to this Agreement shall be in federal or state court in Cook County, Illinois."
- A-3. ~~Termination. Notwithstanding the foregoing or anything in the Agreement to the contrary, the Town may terminate the Agreement at any time for any cause or no cause upon providing thirty (30) days' written notice to Xerox.~~ *N/A FOR THIS CONTRACT HAS A LEASE IN PLACE*
- A-4. Confidential Information. Xerox acknowledges that the Agreement and this Addendum are subject to release pursuant to the Illinois Freedom of Information Act.
- A-5. Counterparts. This Addendum may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Addendum and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____
Authorized Representative,
Town of Cicero

Date

By: _____
Representative, Xerox Financial Services LLC

1/2/2024

Date

ADDENDUM TO THE SALES AND SERVICE AGREEMENT BETWEEN THE TOWN OF CICERO AND CHICAGO OFFICE TECHNOLOGY GROUP, INC.

This Addendum (this "Addendum") to the Sales and Service Agreement (the "Agreement") is made by and between the Town of Cicero (the "Town") and Chicago Office Technology Group, Inc. d/b/a Xerox Business Solutions Midwest ("Xerox").

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Town and Xerox to amend the Agreement as follows:

- A-1. Integration. The Agreement and this Addendum shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Addendum shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement, and this Addendum, the terms and provisions of this Addendum shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- A-2. Termination. Notwithstanding the foregoing or anything in the Agreement to the contrary, the Town may terminate the Agreement at any time for any cause or no cause upon providing thirty (30) days' written notice to Xerox.
- A-3. Confidential Information. Xerox acknowledges that the Agreement and this Addendum are subject to release pursuant to the Illinois Freedom of Information Act.
- A-4. Counterparts. This Addendum may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Addendum and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____
Authorized Representative,
Town of Cicero

Date

By: _____
Authorized Xerox Representative

1-2-2024
Date



NON-APPROPRIATIONS AMENDMENT

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

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

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

ACKNOWLEDGED AND ACCEPTED:

CUSTOMER (as stated above):

Authorized Signor: _____

Name/Title: _____

Date: _____

Xerox Financial Services LLC

Accepted by: _____

Name/Title: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A TOWING POLICY AS IT RELATES TO RETRIEVAL OF PERSONAL PROPERTY 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 engages in the towing of vehicles which occasionally necessitates the retrieval of personal property from the vehicle after its arrival at the tow yard; and

WHEREAS, in order to ensure that the public is provided access to certain personal property within vehicles that have been towed by the Town or its agents, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is both advisable and in the best interests of the Town to adopt the Policy as set forth in Exhibit A, attached hereto and incorporated herein; and

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to adopt the Policy, to further authorize the President or his designee to take all steps necessary to carry out the intent of this Ordinance and to ratify any steps taken to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Policy is hereby adopted as the official Town of Cicero Towing Policy as it Relates to Retrieval of Personal Property. The Town Board 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 Board further ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to, and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Town of Cicero Towing Policy as it Relates to Retrieval of Personal Property

PURPOSE: The Town of Cicero (“Town”) believes it is in the best interests of the community that it clearly defines the rights of individuals as it relates to retrieving personal items from vehicles towed by the Town or its agents within the Town limits.

COVERAGE: This Town of Cicero Towing Policy (“Policy”) shall apply to vehicle owners of all vehicles towed by the Town or its agents to a Town operated facility., This Policy shall also apply to the spouse, child, mother, father, brother, or sister of the vehicle owner.

POLICY: Any personal property belonging to a vehicle owner in a vehicle subject to a lien after being towed by the Town or its agents shall be subject to that lien, excepting only: child restraint systems as defined in Section 4 of the Child Passenger Protection Act and other child booster seats; eyeglasses; food; medicine; perishable property; any operator's licenses; any cash, credit cards, or checks or checkbooks; any wallet, purse, or other property containing any operator's license or other identifying documents or materials; cash, credit cards, checks, or checkbooks; cell phones; and any personal property belonging to a person other than the vehicle owner if that person provides adequate proof that the personal property belongs to that person. Proof can take the form of a government issued identification card, utility bill, or other piece of mail bearing the name and address of the vehicle owner. If a photo ID is located within the vehicle, the vehicle owner may access the vehicle to obtain the photo ID to demonstrate their identity for the purpose of removing any of the aforementioned personal property from the vehicle.

The spouse, child, mother, father, brother, or sister of the vehicle owner may claim personal property excepted under this paragraph if the person claiming the personal property provides the Town with the authorization of the vehicle owner.

In addition to the personal property excepted above, in the event of a crash, all other personal property in a vehicle subject to a lien is exempt from that lien and may be claimed by the vehicle owner if the vehicle owner provides the Town with proof that the vehicle owner has an insurance policy covering towing and storage fees. The spouse, child, mother, father, brother, or sister of the vehicle owner may claim personal property in a vehicle subject to a lien following a crash, if the person claiming the personal property provides the Town with the authorization of the vehicle owner and proof that the vehicle owner has an insurance policy covering towing and storage fees.

If a vehicle is being held as evidence and/or for investigation, the exempted items as listed above may be retrieved only after the vehicle is processed.

Under each of the foregoing scenarios, an employee of the tow yard will escort all permitted persons to the vehicle to retrieve their items to ensure that only items under this policy are removed.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF VEHICLE STICKERS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Office of the Town Collector (the “Office”) is an office within the Town that is responsible for, among other things, the collection of payments owed to the Town and the issuance of vehicle stickers and parking permits; and

WHEREAS, to ensure the continued efficient operation of the Office, the Town Collector (the “Town Collector”) has determined the Office is in need of Town vehicle stickers for the 2024/2025 season for residents to purchase (the “Vehicle Stickers”); and

WHEREAS, the Office, in the interest of economic efficiency, obtained multiple quotes for the Vehicle Stickers; and

WHEREAS, Rydin Decal (“Rydin”) has provided the Town with a quote for the Vehicle Stickers (the “Quote”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town Collector has recommended approval of payment of the Quote, a copy of which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Office has the necessary funds in its budget to purchase the Vehicle Stickers in accordance with the terms of the Quote; and

WHEREAS, Chapter 2, Section 2-868, of The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) provides that competitive bidding is not required for purchases or contracts wherein advertising for bids has been waived by a majority of a quorum of the Town Board (as defined below) and a majority of a quorum of the Town Board hereby waives any competitive bidding requirement applicable to the purchase of the Vehicle Stickers; 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 Office and the health, safety, and welfare of the residents of the Town to authorize and approve the purchase of the Vehicle Stickers in accordance with the terms of the Quote;

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize and approve the purchase of the Vehicle Stickers, which is necessary for the performance of essential governmental functions, from Rydin 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 Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes and approves the purchase of the Vehicle Stickers from Rydin, in accordance with the terms of the Quote and waives any bidding requirement applicable to said purchase. The Town Board further authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the purchase of the Vehicle Stickers contemplated by this Ordinance are hereby authorized, approved, and ratified by this reference.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

EXHIBIT B



TOWN OF CICERO

4949 West Cermak
Cicero, Illinois 60804
708.656.3600
Fax 708.656.5801

Larry Dominick
TOWN PRESIDENT

MEMO

MEMO TO: Larry Dominick, Cicero Town President
CC: Michael DelGaldo, Town Attorney [REDACTED]
FROM: Fran Reitz, Town Collector [REDACTED]
SUBJECT: Quote for 2024/2025 printing of Cicero Vehicle Stickers from Rydin
DATE: January 3, 2024

This document is a request for authorization to purchase the Cicero Vehicle Stickers for distribution through the Collector's Office for the upcoming 2024/2025 vehicle sticker year.

Quotes were solicited from 2 vendors for printing of approximately 58,150 personalized vehicle stickers, with the below requirements:

The vehicle sticker must be approximately 3" x 4" of self-sticking material, printed in numerical order, with five different colored borders (black, blue, red, pink and green), also in a variety of vehicle classifications (passenger, B, C, D-F, H-L, and N-Z). Sticker must be personalize with Town logo and art work, including text to be printed on the sticker.

1. Decals.com - 3" x 4" permanent die cut glossy quote **.58 cents each** and quote is not for customized numerical order with special border colors
2. Rydin Decal - 3" x 4" individual decals in polybags quote is **.35 cents each** including customized numerical and special border colors

Upon review it is recommended that Rydin Decal be authorized for the printing of vehicle stickers for the Town of Cicero as the sole source vendor for specialty printing in the **amount of \$20,207.13 for the quantity of 58,150 stickers** (see attached Rydin quote dated 1-3-2024).

I ask for the Town Board's concurrence on vendor Rydin Decal and this quote be placed on the agenda for Town Board approval.

If there are any questions please feel free to contact me.

attachment – Rydin Quote



QUOTE

Pricing Valid for 30 Days from Date of Quote

Date of Quote: 1/3/2024 2:36:03 PM

Customer Number: 010082

To: Ms. Sylvia Rios
Town of Cicero
4949 West Cermak Rd
Cicero, IL 60804
Phone: (708) 656-3600x261
Fax: (708) 656-5801

From: Dan Swiatkiewicz
Rydin
700 Phoenix Lake Avenue
Streamwood, IL 60107
Phone: (800) 448-1991 Extension: 444
Fax: (630) 483-9281
Email: dswiatkiewicz@rydin.com

Please note Rydin's new remittance address and update your records:

Rydin

PO Box 7233

Carol Stream, IL 60197-7233

Per our conversation, here are the details for your quote.

Job Specifications:

Please verify the billing and shipping addresses, and note any changes in your reply. Charges may apply if the package needs to be rerouted during transit.

Bill to Address: **Town of Cicero
4949 West Cermak Road
4949 West Cermak Road
Cicero, IL 60804
ATTN: Accounts Payable**

	(F07) 300 - H-L # 1 - 300 (No pre zeros)
	(F08) 100 - TAXI # 1-100 (No pre zeros)
	300 -- C #1 - 300
	<u>6500 - Lt Blue</u>
	(F03) 4500 - PASSENGER # 39001-43500 (5 digits)
	(F04) 2000 - B & RV # 43501-45500 (5 digits)
	<u>6500 - Red</u>
	** SPECIAL POLYBAG QTYS
	(F09) 4500 - PASSENGER # 45501-50000 (5 digits)
	(F10) 2000 - B & RV # 50001-52000 (5 digits)
	<u>500 - Dk Green</u>
	(no pre zeros)
	(F11) 250 - PASSENGER # 52001 - 52250
	(F12) 250 - B & RV #52251 - 52500
	<u>4500 211 Pink</u>
	3000 - PASSENGER # 52501-55500 (5 digits)
	1500 - B & RV # 55501-57000 (5 digits)
Product Pricing:	\$20,207.13 ✕

Total Price: \$20,207.13 Plus Freight*

Shipping Method: UPS Ground

Special Shipping or Billing Instructions:

*Pricing is in American Funds and does not include taxes, duties or any other applicable fees. Actual shipping charges are determined at the time of shipping and will be added to the invoice.

If you have any other questions - please do not hesitate to call (800) 448-1991 Ext.: 444. At Rydin, our team is grateful for the opportunity to do business with you.

If all the quote details meet your approval, please forward this quote back to me letting me know that you accept this quote. We will begin processing your order immediately.

If a purchase order is needed, please send back this quote with the purchase order or purchase order number to my email: dswiatkiewicz@rydin.com.

Ship to Address: **Town of Cicero**
4949 West Cermak Road
Cicero, IL 60804
ATTN: Fran Reitz

Address Type: Business

Art Approval: Email Proof

Art Approval Email: srios@thetownofcicero.com
 freitz@thetownofcicero.com

Product(s) Specifications:

Product Title:	2024-25 Vehicle License Decals - Hologram Inside Window with Security Slits
Quantity:	58150 ✖
Design:	Custom Decal Window
Product Size:	4 x 3
Material:	- 80 lb paper with Custom Chevron Security Slits
Colors:	4CP - Pictures - B/g shapes - Town seal and picture Black - Print See below - 1/8" border to bleed Gray - INSTRUCTIONS on back: Print update expires to June 30, 2023. Same for all
Logo/Preflight:	New photo and layout sent by customer
Updates from Last Year:	Change to new photo sent by customer - change size to 4 x3
# Sequence:	See below
# Sequence Display:	sequential number
# Size:	1/4
Color of Sequential #:	Black
Bar Code Details:	N/A
Hologram/Foil:	Yes
# of Distinct Hologram Images:	1
Hologram/Foil Details:	Secure and Valid Gold Hologram border around #
Notes on Order:	<p><u>Chevron Security Slits</u></p> <p><u>Decals sealed in polybags.</u></p> <p><u>Gray instructions on back - ref last job #</u></p> <p><u>40150 - Black</u></p> <p>(F01) 33,000 - PASSENGER # 1 - 33000 (No pre zeros) (F02) 6,000 - B & RV # 33001-39000 (5 digits) (F05) 250 - D-F # 1 - 250 (No pre zeros) (F06) 200 - N-Z # 1 - 200 (No pre zeros)</p>

RESOLUTION NO. _____

A RESOLUTION APPOINTING CERTAIN MEMBERS OF THE BOARD OF TRUSTEES OF THE TOWN OF CICERO TO SPECIFIC COMMITTEES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is necessary for conducting Town business and for the effective administration of government to appoint certain members of the Town Board (“Trustees”) to specified committees; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Town to make the specified appointments (the “Appointments”), which are set forth in Exhibit A, attached hereto and incorporated herein;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to ratify and authorize the President to appoint the Trustees to the specified committees, as set forth in Exhibit A, and to take all steps necessary to carry out the terms of the Appointments.

Section 3.0 Effectiveness and Term of Appointments.

The Appointments to the specified committees, as set forth in Exhibit A, are effective immediately and shall expire at 11:59 p.m. on April 30, 2024, or at such other time the President deems necessary. Those who have previously served on the specified committees whose names are not set forth in Exhibit A are hereby removed from their prior appointments immediately.

**ARTICLE II.
AUTHORIZATION**

Section 4.0 Authorization.

That the Corporate Authorities hereby ratify, authorize, approve and, as applicable, consent to the Appointments of the Trustees as set forth in Exhibit A, which is attached hereto and incorporated herein.

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

Section 5.0 Headings.

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

Section 6.0 Severability.

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

Section 7.0 Superseder.

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

Section 8.0 Publication.

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

Section 9.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

TOWN OF CICERO TRUSTEE APPOINTMENTS
(Through April 30, 2024)

Finance Committee

Joe Virusso (Chair)
Victor Garcia
Fran Reitz

**Public Works, Buildings &
Grounds Committee**

John Cava (Chair)
Joe Virusso
Bob Porod

**Water, Lighting, Utilities &
Air Pollution Committee**

Joe Virusso (Chair)
Blanca Vargas
Emilio Cundari

**Economic Development & Neighborhood
Conservation Committee**

Bob Porod (Chair)
Fran Reitz
Joe Virusso

Insurance Committee

Joe Virusso (Chair)
John Cava
Bob Porod
Blanca Vargas

Fire and Police Committee

Fran Reitz (Chair)
John Cava
Victor Garcia

**Licenses, Health & Welfare
Committee**

Blanca Vargas (Chair)
Joe Virusso
Emilio Cundari

Ordinance Committee

Fran Reitz (Chair)
Emo Cundari
Victor Garcia

Anti-Gang Committee

Fran Reitz (Chair)
John Cava
Blanca Vargas

Committee of the Whole

Larry Dominick (Chair)
Joe Virusso
John Cava
Fran Reitz
Bob Porod
Maria Punzo-Arias (Clerk)
Emilio Cundari
Victor Garcia
Blanca Vargas

Rules Committee

Emilio "Emo" Cundari (Chair)
Fran Reitz
Victor Garcia

Infrastructure Committee

Emilio Cundari (Chair)
John Cava
Maria Punzo-Arias
Joe Virusso

Administrative Committee

Joe Virusso (Chair)
John Cava
Fran Reitz

RESOLUTION NO. _____

A RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO SPECIFIED POSITIONS, BOARDS, COMMISSIONS, AND/OR COMMITTEES WITHIN THE TOWN OF CICERO FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”), with the advice and consent of the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”), has determined that it is necessary for conducting Town business and for the effective administration of government to appoint certain individuals to specified positions, boards, commissions, and/or committees within the Town (the “Appointments”); and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town to make the Appointments, which are set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, individuals who are appointed to compensated positions shall receive compensation and/or benefits in accordance with applicable Town policies, rules,

regulations, and/or legislation, which includes the annual appropriation ordinance, and, as applicable, the terms of engagement letters provided by professionals providing services to the Town as set forth in Exhibit A;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to ratify and authorize the President to appoint the individuals to specified positions, boards, commissions, and/or committees, as set forth in Exhibit A, and to take all steps necessary to carry out the terms of the Appointments.

Section 3.0 Effectiveness and Term of Appointments.

The Appointments to the specified positions, boards, commissions, and/or committees, as set forth in Exhibit A, are effective immediately and shall expire at 11:59 p.m. on April 30, 2024, or until such time as said positions, boards, commissions, and/or committees are consolidated or dissolved at the direction of the Corporate Authorities, or at such other times as the President deems necessary. In the event that the Corporate Authorities do not appropriate funds for any position, board, commission, and/or committee, then the applicable Appointment will expire upon the adoption of the annual appropriation ordinance for the Town. The prior appointments of those serving in the

specified positions or on the specified boards, commissions, and/or committees set forth in Exhibit A shall expire immediately. The Appointments of the specified Department Heads, as set forth in Exhibit A, are effective immediately and shall expire at 11:59 p.m. on April 30, 2024 or until such time when the Department Head is removed under the direction and advice of the President, whichever occurs first. The President may remove any Department Head or other appointee, for cause or no cause whatsoever, and this Resolution shall not be deemed to create a property right in any position appointed hereunder.

ARTICLE II. AUTHORIZATION

Section 4.0 Authorization.

That the Corporate Authorities hereby ratify, authorize, approve, and, as applicable, consent to the Appointments of the individuals as set forth in Exhibit A.

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

Section 5.0 Headings.

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

Section 6.0 Severability.

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

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

Section 7.0 Superseder.

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

Section 8.0 Publication.

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

Section 9.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

TOWN OF CICERO APPOINTMENTS
(Through April 30, 2024)

Animal Welfare Board

Alice Couch
Liaqueni Guzman
Kelly Graham
Gerri Owczarek
Frances Nowak
Mary Ellen Jelic
Jeaney Jelic

Cultural Affairs/Historic Sites Commission

Francesca Cundari
Malika Manouzi
Ada Candelaria
Nick Panozzo
Rosemary Konz
Maureen Carroll
Valia Maniadakis
Gina Prendergast
Colette Buscemi
Nicole Seno Chlada

Board of Health

Laura Bertone
Elvira Hunter
Michele Maniglia
(vacant) Gretchen Aviles
Maria Vargas
Vlasta Mangia
Maria Garcia
Mike Harris

Housing Board (Cicero Housing Authority)

Maureen Carroll
Lido Manetti
Dominick Buscemi
Patti Day
Amanda Wolff

Housing and Real Estate Board (Formerly Building & Blight Commission)

George Owczarek
George Hunter
Dawn Czarkowski
Brian Dominick

Mary Durkee
Michael Wolff
Anna Benedick
Raul Martinez
Joe Florio
Christina Reitz
Lisa Musial

Ken Potts
Robert Porod, Jr.
John Walsh
Wayne Wente

Mental Health Board

Nicole Chlada
Kelly Giovanelli
Maria Punzo-Arias
Whitney Delong
Joe Virruso
Elizabeth Lopez
Mary Hernandez

Board of Fire & Police Commissioners

Dominic Cannova
Rolando Hernandez
Rich Malicki
Pat Daganutti
Jose Luis Arias
Dominick Buscemi (President)

Police Pension Board

Nino Scimone
Thomas Boyle

Fire Pension Board

Jeffrey Penzkofer
Greg Fithian

Senior Advisory Board

Larry Dominick
Diana Dominick
Ryan Chlada
Dennis Raleigh
Fran Reitz
Bob Porod

Board of Water Commissioners

Tony Castellano

John Deganutti
Lilly Ayala
Michelle Mastalerz
Gerardo Solis
Jeanine Thomas
Lesia Yarbrough
Ron Silva

Youth Commission (Youth Services Board)

Maria Moreno
Patricia Salerno
Isabel Aguilar
Lisa Gianakopoulos
To Be Determined (vacancy)

Planning and Zoning Commission

Jose Alvarez
Lenny Cannata, Jr.
Jessica Jaramillo (Chair)
Jose Orozco
Tom Tomschin
) Kelly Giovanelli
Lisa Gianakopoulos

911 Board (Emergency Telephone System Board)

Greg Fithian
Jeff Penzkofer
Dennis Raleigh
Dominick Buscemi
Nick Jelic
Rosemarie Esposito (Secretary)
Dominic Schullo
Steve Ruggiero (Chairman)

President's Office of Literacy

Mary Gallegos (Program Liaison)
To Be Determined (vacancy) (Chairman/Lead Coordinator)
Elaine Pesek
Eric Prood
Veronica Moreno
To Be Determined (vacancy)

Senior Advisory Committee

Joseph Virruso
John Kociolko
Larry Starnes
Josephine Kraut

Frank Kraut
Artemio Gil
Javier Bonafante
Ismael Chaparro
Socorro Gonzalez
Richard Bielawa
Mary Ann Bielawa
Mary Petracek
Antonia Briseno
Joan Devereux
To Be Determined (vacancy)

Safety Committee

2 Trustees
Safety Director
Superintendent of Police
Fire Chief

Roosevelt Road Advisory Committee

Barbara Harris – Town Resident
Lucy Schmidt – Business Owner
Louis Guido – Staff Member
Merrie Neal – Staff Member
Craig Pesek – Committee Liaison
Dominic Gatto – Business Owner

Graffiti Task Force

Larry Dominick – *Ex officio* member
Ismael Vargas - *Ex officio* member (service without compensation)
Derek Dominick – Public Works representative
Tom Tomschin - Community Development Block Grant Program representative
To Be Determined (vacancy)– Police Department representative
Sonia Centeno – Community member
Pam Pila - Community member
Don Mangia – Community member
Lori Pila – Community member
Doris Tenbrock – Community member
Gene Talsma – Community member

Vacant Building Appeals Committee

William Oster
Rich Sova
Raymond Prancik

Identity Theft Committee

Amy Bancroft
Randy Felbinger
Danielle Santos

Local Business Assistance Committee

Paulie DiMenna
Jim Baker
Ben Borbor
John Papagos
James Terracino, Sr.
Jeff Davis
Dan Seropian
Jeff Pesek (Liaison)
Charlie Hernandez (Honorary member)

Disability Advisory Board

Fran Reitz
Rocio Perez
Laura Gonzales
Terry Peterson
Jose Campos
Director of the Office for People with Disabilities, *ex officio* member

Accident Review Board

Luis Gutierrez (Chair)
Designee of Police Chief
Department Head of Applicable Department

Stormwater Advisory Board

Director of the Water Department (chair)
Larry Starnes
Steven Waldenga
Mario Castenada
Frank Kraut

TOWN OF CICERO DEPARTMENT HEADS

Town Attorney

Del Galdo Law Group, LLC

Business License Director (License Officer)

Ismael Vargas

Community Development Director

Tom Tomschin

Commissioner of Public Works

Sam Jelic

Superintendent of Streets and Alleys

Derek Dominick

Data Processing Manager (Manager of Information Services)

Amanda Wolff

Electrical Foreman

Nick Telitz

Fire Chief

Jeffrey Penzkofer

Deputy Fire Chief

Greg Fithian

911 (Emergency Communications Center)

Dolores Temes – Interim Director

Brandon Hurd – Deputy Director

Steve Ruggiero – Administrative Assistant

Afton Swistek – Operations Manager

Francesca Kubica – Operations Manager

Director of Health (Commissioner of Public Health)

Laura Rubio

Human Resources Director

Sarah Kuser

Superintendent of Maintenance (Director of Maintenance)

James Wood

Municipal Complex Facilities Manager

To Be Determined (vacancy)

Mental Health Director

Carolyn Arias

Parking Enforcement Supervisor/Officer

To Be Determined (vacancy)

Superintendent of Police

Thomas Boyle

Sign Department Foreman

Nick Jelic

Director of Special Events

Patti Salerno

Director of Senior Services

Ryan Chlada

Jim Terracino, Jr. (Deputy Director)

Director of Senior Activities (Deputy Director of Senior Services)

Diana Dominick

Community Center Director

Patti Salerno

Supervisor of Water Department (Superintendent of Water)

Lido Manetti

Youth Commission Director (Director of Youth Services)

Patti Salerno

Project Director(s)

To Be Determined (vacancy)

Director of People with Disabilities

Ryan Chlada

Deputy Liquor Commissioner

Cindy Dembowski

Building Commissioner

Terry Higgins

Director of the Office of Administrative Hearings

Karyn Porod

Director of Vehicle Towing and Storage Department

Barrett Marlar

Office Manager of Vehicle Towing and Storage Department

Mary Rita Ryan

Purchasing Agent

Mary Lou Schvach

Safety Director

Jeffry Pesek

Director of Rat Control

Christopher Wasicki

Commissioner of Fleet Maintenance

Dan Wolff

Chief Inspector (Inspections Department)

To Be Determined (vacancy)

TOWN APPOINTED POSITIONS

Chief Animal Control Warden

Erika Rosas

Revenue Director

Ismael Vargas

Cellular Telephone Coordinators

Ryan Chlada

Dominick Buscemi

Director of Delinquent Accounts

To Be Determined (vacancy)

Director of Translation Services

Diana Dominick

Civilian Hearing Officer

Anthony Bertuca

Alternate Civilian Hearing Officer

Thomas J. Brescia

Alternate Civilian Hearing Officer No. 2

Town President is authorized to designate as needed

Collection Clerks

To Be Determined (vacancy)

Elizabeth Lopez

Lori Santana

457 Plan Trustee

Sarah Kusper

Director of Financial Affairs/Chief Financial Officer

To Be Determined (vacancy)

Director of the Special Investigation Division

To Be Determined (vacancy)

Enterprise Zone Administrator

Craig Pesek

Executive Director of PSO Building

Ryan Chlada and/or such other persons as designated by the Town President

Hearing Officer

Anthony Bertuca

Alternate Hearing Officer

Thomas J. Brescia

Alternate Hearing Officer No. 2

Town President is authorized to designate as needed

Hearing Officer to Hear Personnel Appeals

To Be Determined (vacancy)

Hearing Officer to Hear Liquor License Matters

Richard F. Pellegrino, Ltd.

IMRF Agent

Sarah Kuser

Ethics Officer

Michael J. Kasper

Plan Review Specialist

SAFEbuilt Illinois, LLC

Plumbing Inspector

Tony Caruso

TIF Administrators

Craig Pesek

David Gonzalez

Zoning Administrators (as of 1/1/2023)

1. Craig Pesek
2. Building Commissioner
3. Dave Mavrinc

First Deputy Superintendent of Police

Luis Gutierrez

Deputy Superintendents of Police

Francisco Diaz– Deputy Superintendent of Detectives

To Be Determined (vacancy)– Deputy Superintendent of Administration

To Be Determined (vacancy)-Deputy Superintendent of Traffic

Deputy Superintendent of Gang Crimes Unit

Matt Ramirez

Assistant Deputy Superintendent of Gang Crimes Unit

Francisco Diaz

Deputy Superintendent of Administrative Technology

Dominic Schullo

Deputy Superintendent of Patrol

Nino Scimone

Assistant Deputy Superintendent of Patrol

To Be Determined (vacancy)

Watch Commanders

Rhonda Kosenesky

Dave Leuzzi

Eddy Lopez

To Be Determined (vacancy)

To Be Determined (vacancy)

To Be Determined (vacancy)

Captains

Armando Galvan-1st Shift

Mike Skrabacz – 2nd Shift

Branislav Dragisic-3rd Shift

Director of the Community Service Officers

Serge Rocher

First Deputy Superintendent of Community Service Officers

Oscar Clay

Deputy Superintendent of Community Service Officers

Christopher Tomasino

Deputy Superintendent of Community Service Officers

Ricardo Pina

Deputy Superintendent of Community Service Officers

Armando Grajeda (nights)

Executive Community Service Officer

To Be Determined (vacancy)

Corporal of Community Service Officers

(shifts shall be assigned by the Director of the Community Service Officers as needed)

Bob Smith

Eduardo Munoz

Benny Raya

Marcos Andrade

To Be Determined (vacancy) To Be Determined (vacancy)

Director of the TIF Task Force

To Be Determined (vacancy)

First Deputy Superintendent of the TIF Task Force

To Be Determined (vacancy)

Corporal of the TIF Task Force

To Be Determined (vacancy)

Building Maintenance Supervisor of the Cicero Senior Center/Director of Bobby Hull Community Ice Rink

James Terracino, Jr.

Community Center Deputy Director

Lisa Gianakopoulos

Ambassadors for Senior Citizens

To Be Determined (vacancy)

Immigration Supervisor

Arcadio Z. Delgado

Assistant Fire Chief

Tim Rolewicz

Assistant Fire Chief

Paul Lyttek

Assistant Fire Chief

Tom Santoro

Assistant Fire Chief

Jonathon Sochacki

Director of Police Records

Rose Marie Esposito

Assistant Fire Chief of EMS

Steve Schwar

Assistant Fire Chief of Administration

To Be Determined (vacancy)

Assistant Fire Chief of Fire Prevention

Jamey Guido

Assistant Fire Chief of Maintenance

John Miller

Elevator Inspector
Urban Elevator Service, LLC

Fire Inspector

To Be Determined (vacancy)

Director of Programs and Recreation

Jeffry Pesek

Director of Training and Education

To Be Determined (vacancy)

Crime Victims Assistance Director

To Be Determined (vacancy)

Emergency Response Coordinator

To Be Determined (vacancy)

Inspectors (Inspections Department)

Two (2) Positions Created By Town Ordinance- To Be Determined (vacancies)

Chaplaincy Program Coordinator

Ismael Vargas

Community Outreach Coordinator

To Be Determined (vacancy)

Office of Professional Standards

Paul Dembowski - Chief Administrator

Jim Polaski - Director

Director of the Healthcare Management Department

Vanessa Parrish

Director of Programming-Inclusion Park
Vanessa Parrish

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH URBAN STRATEGIES GROUP TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to keeping the residents of the Town informed about important developments within the Town; and

WHEREAS, the Corporate Authorities encourage Town residents to attend Town Board Meetings and stay apprised of current Town business so that they are able to express their opinions, offer suggestions, and give feedback on public matters; and

WHEREAS, in an effort to keep Town residents informed about Town happenings, the Town recognizes the need for a third party to provide media consulting

services, management services, and news media relations services (collectively, the “Media Services”) to the Town; and

WHEREAS, the Media Services shall include, without limitation, supervising and writing features, news and articles for the Town Newsletter, working with a Spanish-language media consultant to ensure delivery of Town information, managing and updating the Town’s website and overseeing and providing programming for the Town’s cable television channel; and

WHEREAS, there exists a certain agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the general terms, covenants, and conditions under which Urban Strategies Group (“USG”) will provide the Media Services to the Town; and

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

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement, whereby USG will provide the Media Services to the Town and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation 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 Media Services sought hereunder, 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 _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____, 20__ (the “Effective Date”) by and between Urban Strategies Group, a sole proprietorship, (“USG”) and the Town of Cicero, Illinois, an Illinois municipal corporation, (the “Town”) (collectively, USG and the Town may, for convenience, be referred to as the “Parties” and each individually as a “Party”).

W I T N E S S E T H:

WHEREAS, the Town is committed to keeping the residents of the Town informed about important developments within the Town; and

WHEREAS, when residents are familiar with Town affairs, they frequently offer suggestions and give feedback, which assists the Town President and the Board of Trustees of the Town in making important decisions; and

WHEREAS, in an effort to keep Town residents informed about Town happenings, the Town recognizes the need for a third party to provide media consulting services, management services and news media relations services (collectively, the “Services”) to the Town; and

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

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

1. **Recitals.** The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **USG’s Services.** USG designates Ray Hanania (“Hanania”) as the Town’s Media Consultant, Spokesman and the primary contact to work with the Town. USG shall provide the following Services to the Town:
 - (a) **Media Consulting Services.** USG will supervise and write features, news and articles for the Town Newsletter and assist in the production of the Town Newsletter. USG will develop media messages to advance the Town and the Town President. USG will write press releases and develop stories about Town events and issues and will respond to media inquiries regarding Town events and issues.
 - (b) **Local Media Services.** USG will organize luncheons and meetings with local print media to strengthen relations and improve understanding. USG will work

with a Spanish-language media consultant to ensure delivery of the Town's messages. USG will also coordinate all efforts with the Town President, the Town Attorney and all Department Heads on an as needed basis with regard to media and public relations strategies.

- (c) **New Media Networking.** USG will manage and update the Town's website, post updates, news releases and events and activate an online Internet advocacy roundtable to provide a forum for the Town to advance stories and messages and respond fully to stories in the news media. USG will produce video interviews and press releases posted on the Town's website and produce press releases in print and video media formats. USG will interview individuals to respond to media reports and post the edited video interviews online and on the Town's website. USG will integrate new media networking (e.g. Facebook, Twitter, MySpace and other Internet social networking sites) to advance the Town's messages and establish a Town blog to post and distribute print press releases.
- (d) **Cable Television.** USG will provide general oversight and programming of the Town's cable television channel (the "Channel") and run programming twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year in coordination with other Town officials. USG will supervise the videotaping of parades, ribbon cuttings and other events and play the same along with edited versions of Town Board Meetings on the Channel. USG will assist in coordination to ensure all events are covered and that programming is in place for the Channel. USG will produce, create and host original broadcast programming to promote the Town and its officials, including a monthly (or more) interview cable television program featuring Town officials, thought leaders, celebrities and achievers to be broadcast on the Channel.

3. **Nature of Services.** USG shall perform diligently and to the best of its talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. USG shall be retained by the Town on a full-time basis and will primarily work out of an office located in Cicero Town Hall. USG shall also maintain some consulting clients, Hanania shall continue hosting his morning radio show and USG shall continue freelance writing. USG shall not delegate the performance of any of the Services to any person other than Hanania or to any other firm or corporation without the prior written consent of the Town, which consent the Town may grant or withhold in its sole and absolute discretion.

4. **Term.** This Agreement shall commence on January 1, 2024 and shall continue for a continuous term of three (3) years thereafter, unless earlier terminated as set forth herein. Notwithstanding the foregoing, either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the other Party of its intent to terminate. In the event of the early termination of this Agreement, at the expiration of the notice period,

the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect.

5. **Remuneration and Costs.** For and in consideration of USG providing the Services to the Town, the Town shall pay USG the sum of Ninety-Two Thousand Eight Hundred Twenty U.S. Dollars (\$92,820.00) in accordance with the Town's employee payroll practices during the first year of this Agreement. USG shall receive a 3% increase during the second year of this Agreement. USG shall receive a 5% increase in the third year of this Agreement.

It is understood that the Town will not withhold any amounts for the payment of taxes from the compensation of USG hereunder. For Hanania, the Town also agrees to pay one hundred percent (100%) of the per annum family rate for the Town-approved PPO health insurance plan offered through Blue Cross Blue Shield, or such other insurance provider should the Town's insurance provider change, during the term of this Agreement.

6. **Limitation of Authority.** Subject to the terms and provisions of this Agreement, USG shall have the authority to make and implement day-to-day decisions that are necessary in the performance of his obligations hereunder and to render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall USG have the right or authority, express or implied, to commit or otherwise bind or obligate the Town to any liability or agreement, unless authorized to do so in writing by the Town.

7. **Indemnification of the Town.** To the fullest extent permitted by law, USG shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of USG, from USG's violation of any law or the rights of a third party or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

8. **Insurance.** USG shall maintain, at its sole cost and expense, general liability insurance with a limit of at least Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00), workers' compensation insurance with limits equal to or greater than the Illinois statutory amount, and any other insurance policy deemed necessary by the Town, during the term of this Agreement. USG shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives

shall be primary and non-contributory Additional Insureds with respect to the general liability and umbrella coverages specified above.” If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, USG shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement. USG will work with the Town to obtain the necessary insurance certificates.

9. **Confidentiality of Information.** For the purposes of this Section, “Interested Parties” shall mean the following: USG and its employees, agents, representatives, independent contractors and other interested parties (the “Interested Parties”). For the purposes of this Section, “Confidential Information” shall mean the following: any information, whether communicated orally, in writing, or by any medium, pertaining to or about the Town, its officials (whether elected or appointed), trustees, directors, employees, agents, departments, policies and procedures disclosed, discovered or otherwise learned by any Interested Parties that is not otherwise already in the public domain. For the purposes of this Section, “Materials” shall mean the following: (a) all Confidential Information; (b) all documents produced, written, received or generated by Interested Parties resulting from, related to, or stemming from this Agreement; (c) all personal property of the Town of any kind provided to Interested Parties in the course of this Agreement; and (d) all documents provided to Interested Parties from the Town. Materials may be in any form, printed or electronic (including diskette, tape, CD-Rom, flash drive, or other technological media), including all originals and copies.

The Interested Parties shall keep all Confidential Information wholly and completely confidential from all persons who are neither Interested Parties nor Parties. Notwithstanding the foregoing, the Interested Parties may disclose Confidential Information under the following limited circumstances: (a) as directed by the Town President; (b) as directed by the Office of the Town Attorney; (c) to the extent that the Town gives its prior written consent; (d) to the Interested Parties who need to know such information for the sole purpose of assisting USG in rendering the Services pursuant to this Agreement; or (e) pursuant to receipt by any of the Interested Parties of a valid and enforceable subpoena or other similar process of law.

In the event USG receives a subpoena or similar process of law, and to the extent permitted by the terms of said subpoena or similar process of law, USG shall, within one (1) business day, advise the Town of the receipt of such subpoena and shall advise the individual or entity propounding such subpoena that the information sought is Confidential Information and its disclosure is governed by this Agreement. Further, none of the Interested Parties shall tender any records responsive to such subpoena without first providing the Town with a reasonable period of time within which to consult with legal counsel and move to quash the subpoena or take other action, except to the extent that such delay would be a violation of law on the part of USG. USG shall provide to the other Interested Parties a copy of this Agreement and shall inform them that by receiving or otherwise coming into the possession of Confidential Information, they will be deemed to have agreed to be bound by this Agreement to the same extent as USG. USG, at its

sole cost and expense, shall take all necessary measures including, but not limited to, initiating court proceedings to restrain all Interested Parties and anyone else to whom Confidential Information has been disclosed, from prohibited or unauthorized disclosure or use of such Confidential Information.

While USG is retained by the Town, USG shall not write, speak or publish anything about the Town, its officials (whether elected or appointed), trustees, directors, employees, agents, departments, policies and/or procedures unless USG is acting on behalf of the Town and is so directed in accordance with the foregoing provisions.

10. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due), the other Party may terminate this Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from its receipt of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.
11. **Termination by the Town.** USG shall serve the Town as an “at will” contractor serving at the pleasure and discretion of the Town and its corporate authorities. In accordance with the provisions of this Agreement, the Town has the right to terminate this Agreement, with or without cause, upon thirty (30) calendar days prior written notice to USG.
12. **Independent Contractor.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. USG is an independent contractor and not an agent or employee of the Town or any of its related entities or departments. The consideration set forth herein shall be the sole consideration due USG for the Services rendered hereunder. USG shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.
13. **USG’s Covenants.** To ensure the safety of the residents of the Town, USG and its employees, agents, representatives, independent contractors, volunteers and insurers (collectively, the “USG Parties”) shall be bound by the terms and conditions of this Agreement. USG and the USG Parties shall abide by and observe all rules and regulations established, from time to time, by the Town and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations, now or hereafter in effect, relating to the Services and shall not permit any violation of the foregoing.

USG warrants and represents that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. USG warrants and represents that neither it nor the USG Parties will undertake any activity so as to cause the appearance of impropriety regarding the Services.

14. **Entirety and Binding Effect.** This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
15. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To USG:

RAY HANANIA
15139 S. WINDSOR DRIVE
ORLAND PARK IL 60462
Attention: RAY HANANIA
Facsimile: 708-575-9078

With a copy to:

Attention: _____
Facsimile: _____

To the Town: Cicero Town Hall
President's Office
4949 West Cermak Road
Cicero, Illinois 60804
Facsimile: _____

With a copy to: Del Galdo Law Group, LLC
Attention: Michael Del Galdo
1441 South Harlem Avenue
Berwyn, Illinois 60402
Facsimile: 708-222-7001

16. **Assignment.** This Agreement is personal in character and USG shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of USG under this Agreement.
17. **Books and Records.** USG shall keep complete and detailed books and records that accurately reflect the costs for the Services provided hereunder. Such books and records and all supporting data shall, upon reasonable notice, be open for inspection by authorized representatives of the Town.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.
19. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
20. **Counterparts and Facsimile Transmissions.** 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 shall have the same effect as an original signature.
21. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

22. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
23. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
24. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
25. **Advice of Counsel and Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going negotiations between the Parties, both of which are or have had the opportunity to be represented by independent legal counsel, and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.
26. **Town's Non-Waiver of Immunity.** By entering into this Agreement, the Town does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
27. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Town. The Town hereby warrants and represents to USG that the person executing this Agreement on its behalf has been properly authorized to do so. USG hereby warrants and represents to the Town that the person executing this Agreement on its behalf has been properly authorized to do so.

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

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

URBAN STRATEGIES GROUP, a sole proprietorship

THE TOWN OF CICERO, Illinois, an Illinois municipal corporation

Printed Name

Larry Dominick

Printed Name

Signature

Signature

Title

Town President

Title

Date

Date

ATTEST: _____
Maria Punzo-Arias
Town Clerk

(SEAL)

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


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

URBAN STRATEGIES GROUP, a sole proprietorship

THE TOWN OF CICERO, Illinois, an Illinois municipal corporation

Ray Banania
Printed Name

Larry Dominick
Printed Name


Signature

Signature

President / CEO
Title

Town President
Title

1/3/23
Date

Date

ATTEST: _____
Maria Punzo-Arias
Town Clerk

(SEAL)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH NOBS TOWING, INC. 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 Board of Trustees (the “Board” and, with the President, the “Corporate Authorities”) have determined that the Town is in need of a recovery and towing service for motorcycles and other vehicles (the “Services”) to assist the Town’s Towing Department; and

WHEREAS, Nobs Towing, Inc. (“Nobs”) and the Town have negotiated an Agreement (the “Agreement), attached hereto and incorporated herein as Exhibit A, pursuant to which Nobs agrees to provide the Services to the Town in accordance with the terms stated therein; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Town and its residents to authorize and approve

the Agreement with Nobs to provide the Services to the Town according to the terms set forth in the Response; 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 approve and execute the Agreement and to further authorize the President or his designee to take all steps necessary to carry out the terms of such 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 negotiate, enter into and approve the Agreement, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs

the President or his designee to execute the applicable agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

TOWING SERVICES AGREEMENT

THIS TOWING SERVICES AGREEMENT (this "Agreement") is made and entered into the ___ day of _____ 20__ (the "Effective Date") by and between, Nobs Towing, Inc., an Illinois corporation (the "Contractor") and the Town of Cicero, Illinois, an Illinois municipal corporation, (the "Town") (collectively, the Contractor and the Town may, for convenience, be referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Town President (the "President") and Board of Trustees (the "Board" and, with the President, the "Corporate Authorities") have determined that the Town is in need of a third-party to provide towing services for motorcycles and other vehicles (the "Services") to assist the Town's Towing Department; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to set forth the general terms, covenants and conditions under which the Contractor will provide the Services to the Town;

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

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

2. **Contractor's Services.**
 - a. The Contractor shall perform recovery and towing services for motorcycles, and small and medium sized vehicles when contacted by the Town. Such vehicles will be transported and stored at the Town's property located at 4606 W. 21st Place, Cicero, Illinois (the "Facility"). The Town shall provide the Contractor with gate opening remotes for the Facility. The Contractor shall take all necessary precautions to ensure that the Facility is secured after depositing towed vehicles at the Facility.
 - b. For emergency towing, the Contractor will respond to the scene within thirty (30) minutes of the time requested. The Contractor shall furnish all labor, equipment, and materials, including without limitation, use of dollies, winches and/or additional towing vehicles or equipment necessary to perform operations in connection with the towing of motorcycles and small to medium sized vehicles.
 - c. The Contractor shall ensure that any vehicle debris, including hazardous substances, broken glass, and metal, from towed vehicles resulting from the provision of vehicle recovery and towing services is promptly removed from the roadway.

- d. The Contractor shall perform all site clean-up, including small fluid cleanup and unattached vehicle parts, ensuring that proper equipment such as oil drying chemical, brooms and shovels are available on all responding towing vehicles.
- e. The Contractor shall prepare and maintain a tow report for each vehicle on forms provided by the Town. Such report shall contain, among other things, vehicle identification numbers, license plate numbers, year, make, model, color, miles, the time a vehicle was towed, the location a vehicle was towed from and the condition of the vehicle. The Contractor shall also maintain any additional tow related information as required by the Town.

3. Nature of Services.

- a. The Contractor shall provide on-call towing services to the Town as follows:
 - 1. On Town holidays or other scheduled days off for Towing Department employees. The Town shall provide the Contractor with a schedule of holidays and additional days off at least 14 days in advance of any such date.
 - 2. Daily from the hours of 11 p.m. to 7 a.m.
 - 3. As needed to assist the Town's Towing Department during all other times.
 - 4. At no cost to the Town, the Contractor shall tow any Town vehicle (except over-sized vehicles) that is located within Cook County, Illinois.
- b. The Contractor shall perform diligently and to the best of its talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. The Contractor shall comply with all local, state and federal laws, including, but not limited to the applicable provisions of the Illinois Vehicle Code and the requirements of the Interstate Commerce Commission.
- c. The Contractor shall have available at all times sufficient equipment to perform all services required on a timely and responsible basis. All equipment must be owned or exclusively leased by the Contractor. All equipment must be modern, commercially manufactured and in good mechanical condition, and shall be subject to inspection at all times during the term of this Agreement.

4. Term. This Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period not to exceed of one (1) year. The Parties shall have the option to renew this agreement on the same terms and conditions as set forth herein for an additional one (1) year period upon written agreement signed by the Parties.

5. Rates; Billing. The Contractor shall invoice the Town on a monthly basis for towing services. The Contractor shall charge the following rates for the Services:

Motorcycle Towing	\$200.00 per motorcycle
Passenger Car, Sport Utility Vehicle, Mini Van, Pick Up Truck, And Utility Van	\$150.00 per vehicle

Towing	
Oversized Vehicles	Determined on a case by case basis

6. **Indemnification of the Town.** The Contractor assumes all liability for damage to vehicles towed at the request of the Town. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of the Contractor, from Contractor's violation of any law or the rights of a third party or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law and shall survive the termination of this Agreement.
7. **Insurance.** The Contractor shall maintain, at its sole cost and expense, general liability insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 U.S. Dollars (\$2,000,000.00) in the aggregate; automobile liability insurance with a combined single limit of at least One Million and No/100 U.S. Dollars and garage liability of at least One Million and No/100 U.S. Dollars (\$1,000,000.00); umbrella liability insurance with limits of at least One Million and No/100 U.S. Dollars per occurrence (\$1,000,000.00); cargo liability insurance with a limit of at least Fifty Thousand and No/100 U.S. Dollars (\$50,000.00); worker's compensation insurance at minimum levels required under state law to cover their respective personnel and employers' liability insurance with limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each accident and any other insurance policies deemed necessary by the Town, during the term of this Agreement. The Contractor shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read, "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, automobile liability, cargo liability and excess or umbrella liability coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is canceled, the Contractor shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.

8. **Licensure and Certifications.** At all times during the term of this Agreement, the Contractor shall maintain in good standing all applicable licenses, certificates and permits necessary to provide the Services in the State of Illinois and/or the Town of Cicero. The Contractor shall provide the Town with current copies of all licenses, certificates and permits required under this Section and any other such licenses, certificates or permits required to perform the Services in accordance with all laws. In the event that revocation, suspension, probation, reprimand or other discipline is imposed against the Contractor's license to provide the Services in the State of Illinois and/or the Town of Cicero, the Contractor shall immediately notify the Town by telephone and in writing. Failure to maintain licensure and certification as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.
9. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due or perform the Services described herein), the other Party may terminate this Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from its receipt of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.
10. **Termination by the Town.** In accordance with the provisions of this Agreement, the Town has the right to terminate this Agreement, with or without cause, upon thirty (30) calendar days prior written notice to the Contractor of the Town's intent to terminate.
11. **Independent Contractor.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. The Contractor is an independent contractor and not an agent or employee of the Town or any of its related entities or departments. The Contractor shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.
12. **The Contractor's Covenants and Representations.** To ensure the safety of the residents of the Town, the Contractor and its employees, agents, representatives, independent contractors, and insurers (collectively, the "Contractor Parties") shall be bound by the terms and conditions of this Agreement. The Contractor and the Contractor Parties shall abide by and observe all rules and regulations established, from time to time, by the Town and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations, now or hereafter in effect, relating to the Services and shall not permit any violation of the foregoing.

The Contractor warrants and represents that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. The Contractor warrants and represents that neither it nor the Contractor Parties will undertake any activity so as to cause the appearance of impropriety regarding the Services. The Town reserves the right to cancel this Agreement immediately if the Contractor engages in any conduct to bring the Town or its officials (elected and appointed), agents, employees, or assigns into disrepute.

13. **Entirety and Binding Effect.** This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees and assigns.
14. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Contractor:

Nobs Towing, Inc.

Attention:

1429 Circle Ave

Forest Park, IL 60130

Facsimile: _____

With a copy to:

Attention: _____
Facsimile: _____

To the Town:

Cicero Town Hall
President's Office
4949 West Cermak Road
Cicero, Illinois 60804

With a copy to:

Del Galdo Law Group, LLC
Attention: Michael T. Del Galdo
1441 South Harlem Avenue
Berwyn, Illinois 60402
Facsimile: 708-222-7001

15. **Assignment.** This Agreement is personal in character and the Contractor shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of the Contractor under this Agreement.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
17. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
18. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
19. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in

any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

20. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
21. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
22. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
23. **Advice of Counsel and Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going negotiations between the Parties, both of which are or have had the opportunity to be represented by independent legal counsel, and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.
24. **Town's Non-Waiver of Immunity.** By entering into this Agreement, the Town does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
25. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Town. The Town hereby warrants and represents to the Contractor that the person executing this Agreement on its behalf has been properly authorized to do so. The Contractor hereby

warrants and represents to the Town that the person executing this Agreement on its behalf has been properly authorized to do so.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the later date set forth below, which shall be deemed the Effective Date.

NOBS TOWING, Inc., an Illinois corporation

THE TOWN OF CICERO, an Illinois municipal corporation

Robert Nabicht
Printed Name

Larry Dominick
Printed Name


Signature

Signature

President
Title

Town President
Title

1/24/24
Date

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH CALUMET CITY AUTO WRECKERS 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 recognizes the need for a third party to provide certain services to the Town, including the pickup and/or recovery of unclaimed vehicles and the processing and disposal of unclaimed vehicles in the Town (the “Services”); and

WHEREAS, Calumet City Auto Wreckers (“Calumet”) and the Town have negotiated an Agreement (the “Agreement), attached hereto and incorporated herein as Exhibit A, pursuant to which Calumet agrees to continue to provide the Services to the Town in accordance with the terms stated therein; 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 advisable, necessary and in the best interests of the Town and its

residents to authorize and approve the Agreement with Calumet to provide the Services to the Town according to the terms set forth in the Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to approve and execute the Agreement and to further authorize the President or his designee to take all steps necessary to carry out the terms of such 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 negotiate, enter into and approve the Agreement, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs

the President or his designee to execute the applicable agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

SALVAGE AND JUNKING SERVICES AGREEMENT

THIS SALVAGE AND JUNKING SERVICES AGREEMENT (this "Agreement") is made and entered into the ___ day of _____ 2024 (the "Effective Date") by and between, Airport Auto Body Specialist, Inc., an Illinois corporation, d/b/a Calumet City Auto Wreckers (the "Contractor") and the Town of Cicero, Illinois, an Illinois municipal corporation, (the "Town") (collectively, the Contractor and the Town may, for convenience, be referred to as the "Parties" and each individually as a "Party").

WITNESSETH:

WHEREAS, the Town President (the "President") and Board of Trustees (the "Board" and, with the President, the "Corporate Authorities") have determined that the Town is in need of (a) the pickup and/or recovery of unclaimed vehicles and (b) the processing and disposal of unclaimed vehicles in the Town; and

WHEREAS, in connection with the foregoing, the Town previously solicited proposals (the "RFP") from qualified parties interested in providing services including, but not limited to, the pickup and/or recovery of unclaimed vehicles from the Town and the processing and disposal of unclaimed vehicles from the Town (the "Services"); and

WHEREAS, the Contractor previously submitted a response to the RFP, a copy of which is incorporated herein by reference, setting forth its qualifications and the terms upon which it would provide the Services to the Town; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to set forth the general terms, covenants and conditions under which the Contractor will continue to provide the Services to the Town;

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

1. **Recitals.** The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **Contractor's Services.** The Contractor shall perform pickup and/or recovery services for unclaimed vehicles from the Town utilizing the Contractor's own equipment and personnel. The Contractor shall also process and dispose of unclaimed vehicles from the Town as directed by Town staff, including but not limited to the Superintendent of Police, or his designee, or the Towing Director or his designee. The Contractor will process with the Secretary of State of Illinois all signed Certificates of Purchases.

3. **Nature of Services.** The Contractor shall perform diligently and to the best of its talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. A personnel team of four (4) individuals will be dedicated to the Services, which consists of the owner, manager and two (2) drivers. More drivers will be made available to complete the Services as needed.
4. **Term.** This Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period not to exceed of one (1) year. The Parties shall have the option to renew this agreement on the same terms and conditions as set forth herein for an additional one (1) year period upon written agreement signed by the Parties. The Town President shall be an authorized agent to execute this Agreement and any extensions of same on behalf of the Town.
5. **Rate.** At the time of pickup/recovery, Contractor will pay the Town Five Hundred U.S. Dollars (\$500.00) for each vehicle. The Contractor will be responsible for the salvage and processing of the vehicles and for any fees, costs, taxes, or other like expenses related to the provision of the Services.
6. **Indemnification of the Town.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of the Contractor, from Contractor's violation of any law or the rights of a third party or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law and shall survive the termination of this Agreement.
7. **Insurance.** The Contractor shall maintain, at its sole cost and expense, general liability insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 U.S. Dollars (\$2,000,000.00) in the aggregate; automobile liability insurance with a combined single limit of at least One Million and No/100 U.S. Dollars; umbrella liability insurance with limits of at least Two Million and No/100 U.S. Dollars per occurrence; worker's compensation insurance at minimum levels required under state law to cover their respective personnel and employers' liability insurance with limits of One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00) for each accident and One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00) disease coverage for each employee; and any other insurance

policies deemed necessary by the Town, during the term of this Agreement. The Contractor shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read, "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, automobile liability and excess or umbrella liability coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is canceled, the Contractor shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.

8. **Licensure and Certifications.** At all times during the term of this Agreement, the Contractor shall maintain in good standing all applicable licenses, certificates and permits necessary to provide the Services in the State of Illinois and the Town. The Contractor shall provide the Town with current copies of all licenses, certificates and permits required under this Section and any other such licenses, certificates or permits required to perform the Services in accordance with all laws. In the event that revocation, suspension, probation, reprimand or other discipline is imposed against the Contractor's license to provide the Services in the State of Illinois, the Contractor shall immediately notify the Town by telephone and in writing. Failure to maintain licensure and certification as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.
9. **Remedies.** In addition to any and all other rights a Party may have available by law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due or to perform the Services discussed herein), the other Party may terminate this Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from its receipt of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.
10. **Termination by the Town.** In accordance with the provisions of this Agreement, the Town has the right to terminate this Agreement, with or without cause, upon thirty (30) calendar days prior written notice to the Contractor of the Town's intent to terminate.
11. **Independent Contractor.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. The Contractor is an independent contractor and not an agent or employee of the Town or any of its related entities or departments. The Contractor shall not have any

authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.

12. **The Contractor's Covenants and Representations.** To ensure the safety of the residents of the Town, the Contractor and its employees, agents, representatives, independent contractors and insurers (collectively, the "Contractor Parties") shall be bound by the terms and conditions of this Agreement. The Contractor and the Contractor Parties shall abide by and observe all rules and regulations established, from time to time, by the Town and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations, now or hereafter in effect, relating to the Services and shall not permit any violation of the foregoing.

The Contractor warrants and represents that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. The Contractor warrants and represents that neither it nor the Contractor Parties will undertake any activity so as to cause the appearance of impropriety regarding the Services. The Town reserves the right to cancel this Agreement immediately if the Contractor engages in any conduct to bring the Town or its officials (elected and appointed), agents, employees, or assigns into disrepute.

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

14. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused.

Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Contractor: Calumet City Auto Wreckers
Attention: Vito J. Mistretta Jr.
630 State Street
Calumet City, Illinois 60409
Facsimile: _____

With a copy to: _____

Attention: _____
Facsimile: _____

To the Town: Cicero Town Hall
President's Office
4949 West Cermak Road
Cicero, Illinois 60804

With a copy to: Del Galdo Law Group, LLC
Attention: Michael T. Del Galdo
1441 South Harlem Avenue
Berwyn, Illinois 60402
Facsimile: 708-222-7001

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

defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

18. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
19. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
20. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
21. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
22. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
23. **Advice of Counsel and Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going negotiations between the Parties, both of which are or have had the opportunity to be represented by independent legal counsel, and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.

24. **Town's Non-Waiver of Immunity.** By entering into this Agreement, the Town does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
25. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Town. The Town hereby warrants and represents to the Contractor that the person executing this Agreement on its behalf has been properly authorized to do so. The Contractor hereby warrants and represents to the Town that the person executing this Agreement on its behalf has been properly authorized to do so.

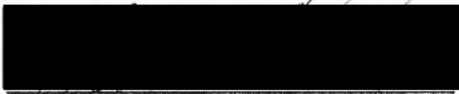
THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the later date set forth below, which shall be deemed the Effective Date.

AIRPORT AUTO BODY SPECIALIST, THE TOWN OF CICERO, an Illinois
INC., an Illinois corporation, d/b/a municipal corporation
CALUMET CITY AUTO WRECKERS

VITO J. MISTRETTA JR
Printed Name


Signature

Pres
Title

1-3-24
Date

Larry Dominick
Printed Name

Signature

Town President
Title

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE *JAKE KOLIN V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town was named as a defendant (the “Defendant”) in a lawsuit brought by Jairo Cardona (the “Plaintiff”), styled *Jake Kolin v. Town of Cicero*, Case No. 22WC029790, regarding injuries allegedly sustained during a training exercise (the “Litigation”); and

WHEREAS, the Plaintiff alleges personal injury claims against the Defendant (the “Claims”); and

WHEREAS, the Plaintiff sought damages from the Defendant for the Claims; and

WHEREAS, the Town does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers, or officials, but the Plaintiff and the

Defendant (together, the “Parties”) wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in an agreement, entitled “Illinois Workers’ Compensation Commission Settlement Contract Lump Sum Petition and Order” (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to and accept the Settlement Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to approve of the Settlement Agreement so as to settle the Litigation to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The form, terms, and provisions of the Settlement Agreement, including exhibits and attachments thereto, are hereby approved in substantially the same form as set forth in Exhibit A, with such insertions, omissions, and changes as shall be approved and set forth by the President and the Attorney. The Town Board ratifies any and all previous action taken to effectuate the intent of this Resolution. The President, or his designee, is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Town to any and all documents that may be necessary to carry out and effectuate the purpose of this Resolution. The Town is hereby authorized and directed to remit payment in accordance with the terms of the Settlement Agreement and to take all action necessary or appropriate to effectuate the terms of the Settlement Agreement.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

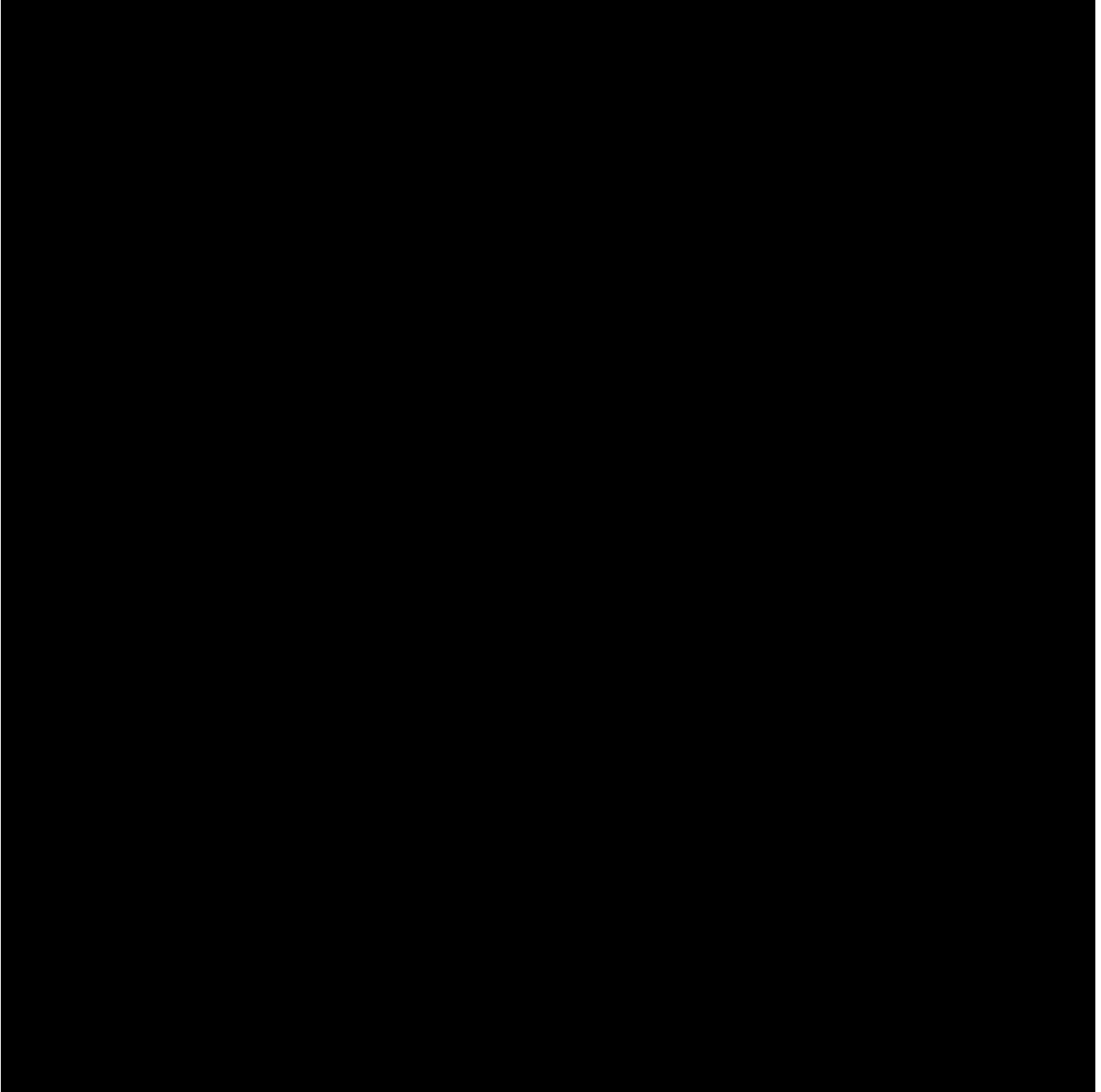
ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Agenda Request Memo

To: Town of Cicero Board of Trustees and the Honorable Larry Dominick, Town President.
From: Robert E. Luedke
Re: worker's compensation claim for petitioner Jake Kolin
Date: December 21, 2023



**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0127362

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

Jake Kolin

Employee/Petitioner

Case# **22WC029790**

v.

Cicero Fire Department

Employer/Respondent

Setting **Chicago**

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Jake Kolin

Employee/Petitioner

Street address

City, State, Zip code

Cicero Fire Department

Employer/Respondent

5303 W. 25th Street

Street address

Cicero, IL 60804

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Married**

Dependents under age 18: **2**

Birthdate: [REDACTED]

Average weekly wage: **\$2,400.00**

Date of accident: **9/6/2022**

How did the accident occur? **In the course of employment**

What part of the body was affected? **Left knee/ torn ACL**

What is the nature of the injury? [REDACTED]

The employer was notified of the accident **in writing.**

Return-to-work date: **December 5, 2022**

Location of accident: **Stickney**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **13** weeks at the rate of **\$2,400.00** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<u>September 6, 2022</u>	<u>December 5, 2022</u>

Notes regarding temporary total disability benefits:

Petitioner received full salary pursuant to the Public Employee Disability Act.

MEDICAL EXPENSES: The employer **has not** paid all medical bills. List unpaid bills in the space below.

See terms of settlement.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **n/a** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **n/a** regarding

TTD \$ **n/a** Permanent disability \$ **n/a** Medical expenses \$ **n/a** Other \$ **n/a**


TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee. Respondent offers and Petitioner agrees to accept subject to the approval of the IWCC the full and final sum of \$70,517.53 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 9-6-22. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. Notwithstanding the foregoing respondent agrees to pay all reasonable, necessary, and causally connected medical expenses directly to the appropriate provider pursuant to this fee schedule incurred on or before April 11, 2023. This settlement is calculated as 35% of the left leg or 75.25 weeks times \$937.11 totaling \$70,517.53. Parties waive all rights pursuant to Sections 8(a) and 19(h) of the Act. The parties have considered the interests of Medicare in this settlement. No amount is allocated for future medical expenses based on the opinion of treating physician Dr. Forsythe that the petitioner will need no further medical treatment as a result of this accident. (See office note dated April 11, 2023).

Total amount of settlement	<u>\$70,517.53</u>	
Deduction: Attorney's fees	<u>\$14,103.50</u>	
Deduction: Petitioner's costs	<u>\$22.00</u>	<u>Medical Record Fees</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$56,392.03</u>	


PETITIONER'S SIGNATURE. Attention, petitioner. Do not sign this contract unless you understand all of the following statements.

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.


/s/ 
Signature of petitioner

Jake Kolin
Name of petitioner


Telephone number

12/8/2023
Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ 

Signature of attorney

Karin Connelly

Attorney's name

Ridge & Downes
230 W Monroe Street
Suite 2330
Chicago, IL 60606

Firm name and address

(312) 372-8282

Telephone number

12/8/2023

Date

00412

IWCC Code #

kconnelly@ridgedownes.com

E-mail address

RESPONDENT'S ATTORNEY. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

Robert Luedke

Attorney's name

Del Galdo Law Group LLP
1441 S HARLEM AVE

BERWYN, IL 60402

Firm name and address

(708) 222-7000

Telephone number

Insurance Program Managers Group

Name of respondent's insurance or service company

Date

04217

IWCC Code #

luedke@dlglawgroup.com

E-mail address

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.