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# A G E N D A

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

***TUESDAY, APRIL 26, 2022 - 10:00 AM***

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

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

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

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

4. **Approval of Bills**

A) List of Bills-Warrant# 8, Manual Checks & Online Payments

B) Payroll

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

5. **Permit**

A) Midwest Life Church

B) St. Mary of Czestochowa

6. **Ordinances**

A) An Ordinance Authorizing And Approving A Memorandum Of Understanding  
And A Collective Bargaining Agreement Between The Town Of Cicero, Illinois  
Health Department And The Truck Drivers, Oil Drivers, Filling Station, And Platform  
Workers Union, Local No. 705, For The Town Of Cicero, County Of Cook, State Of

Illinois.

B) An Ordinance Temporarily Extending The Town Hall Hours To Saturdays To Provide Additional Time For Residents To Renew Vehicle Stickers For The Town Of Cicero, County Of Cook, State Of Illinois. 32

7. **Resolutions**

A) A Resolution Extending The Term Of Certain Appointed Officers, Employees, Officials, And Certain Members Of The Board Of Trustees Appointed To Specific Committees For The Town Of Cicero, County Of Cook, State Of Illinois. 37

B) A Resolution Authorizing And Approving A Substantial Amendment To The Annual Action Plan For Program Year 2021 For The Community Development Block Grant Program For The Town Of Cicero, County Of Cook, State Of Illinois. 42

C) A Resolution Authorizing And Approving The Lawn Maintenance Program Agreement For The Department Of Senior Services Of The Town Of Cicero, County Of Cook, State Of Illinois. 54

D) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Faust, Inc. DBA ABC Automotive Electronics To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois. 67

E) A Resolution Authorizing And Approving A Certain Invoice From Riccio Construction Corporation For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois. 80

8. **New Business**

A) Recommendation By The Board Of Fire, Police And Public Safety Commissioners Of The Town Of Cicero Regarding The Promotion of Officer Edgar Lara And Office Manual Velasquez To The Rank of Sergeant Due To Recent Retirements.

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

10. **Adjournment**

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

**AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING AND A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF CICERO, ILLINOIS HEALTH DEPARTMENT AND THE TRUCK DRIVERS, OIL DRIVERS, FILLING STATION, AND PLATFORM WORKERS UNION, LOCAL NO. 705, 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, Health Inspectors in the Town’s Health Department (the “Health Inspectors”) play an integral role in protecting the safety and welfare of Town residents; and

WHEREAS, the Truck Drivers, Oil Drivers, Filling Station, And Platform Workers Union, Local No. 705, an affiliate of the International Brotherhood of Teamsters (the “Union”) is the sole and exclusive representative of the bargaining unit with respect to wages, hours, and other terms and conditions of employment for the Health Inspectors; and

WHEREAS, the Town and the Union desire to enter into a Memorandum of Understanding (the “MOU”), attached hereto and incorporated herein as Exhibit A, and a new collective bargaining agreement upon the terms and conditions set forth in the agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit B; and

WHEREAS, based on the foregoing, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is advisable and in the best interests of the Town and its residents to approve and execute the MOU and the Agreement; and

WHEREAS, the Union previously approved and executed the MOU and the Agreement and has requested that the Town Board adopt and approve the MOU and the Agreement; and

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

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

**ARTICLE I.  
IN GENERAL**

**Section 1.00 Findings.**

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

**Section 2.00 Purpose.**

The purpose of this Ordinance is to authorize the Town to enter into the MOU and the Agreement between the Town and the Union and to ratify any steps taken to effectuate that goal.



**ARTICLE II.  
AUTHORIZATION AND APPROVAL OF DOCUMENTS**

**Section 3.00 Authorization and Approval of Documents.**

That the terms and conditions of the MOU and the Agreement are hereby approved in substantially the same form as set forth in Exhibits A and B respectively, with such insertions, omissions, and changes as shall be approved by the Attorney or the President executing the same. The Corporate Authorities hereby authorize and direct the President or his designee to enter into, approve, and execute the MOU and the Agreement in accordance with their terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign the MOU and the Agreement and any such other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance, the MOU, and the Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the MOU and/or the Agreement. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and to take all action necessary in conformity therewith.

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

**Section 4.00 Headings.**

The headings of the articles, sections, paragraphs, and 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 immediately upon passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

**APPROVED** by the President on \_\_\_\_\_, 2022

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

**ATTEST:**

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

**EXHIBIT A**

**EXHIBIT B**

Memorandum of Understanding

Between

Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters and the Town of Cicero

April 12, 2022

In additional to the wages set forth in Article XVIII of the collective bargaining agreement dated January 1, 2020 through December 31, 2025, each Employee in the bargaining unit as of the date of execution of the Agreement shall receive, via separate check, a one-time lump sum ratification award of two thousand dollars (\$2,000.00) less applicable withholdings, and not added to their base wages.

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President, Town of Cicero



Secretary-Treasurer, Teamsters Local 705

## **PREAMBLE**

THIS AGREEMENT made and entered into this, \_\_\_ day of \_\_\_\_\_, by and between the Town of Cicero, Cook County, State of Illinois, hereafter referred to as the "EMPLOYER" or "TOWN," and Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters, acting as the sole and exclusive bargaining agent for its members, hereinafter referred to as the "UNION" or "EMPLOYEES."

## **ARTICLE I** **RECOGNITION**

Section 1.1 - Representative Unit. The Employer recognizes the Union as the sole and exclusive representative for all Full-Time and Part-Time employees of the Town of Cicero included in the Health Department in the following title: Health Inspector; excluding Office Clericals, confidential employees, managers and statutory supervisors as certified by the Illinois Labor Relations Board in Case No. S-RC-20-025. The parties agree that also excluded is the position of Health Compliance Supervisor.

Section 1.2 - Dues Checkoff. With respect to any bargaining unit employee for whom the Union submits a written authorization, signed by the Employee, the Employer shall deduct from the wages of the Employee the dues, initiation fees, and assessments required as a condition of membership in the Union and shall remit such deductions bi-weekly to Teamsters Local 705, at the address designated by Teamsters Local 705, in accordance with the laws of the State of Illinois. The Union may submit the authorization by U.S. mail or electronic mail. Teamsters Local 705 shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date. A copy of the authorization form is attached hereto as Appendix A. Dues deductions will remain in effect until the Employer receives a written notice from the Union to stop dues deductions pursuant to the Employee's written instruction to the Union. In the event dues deductions are suspended due to an Employee's leave of absence or layoff, dues deduction shall resume when the bargaining unit employee returns to work.

Section 1.3 - Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article and from any damages and reasonable cost incurred regarding claims or suits from employees, based on the Employer's good faith reliance of information provided by the Union regarding dues checkoff authorization and revocation. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee. Upon written request from the Town, the Union will promptly provide written confirmation of the date and amount and name of the employee who received a refund.

Section 1.4 - New Employee Membership. The Employer will notify the Union via email regarding newly hired bargaining unit employees within ten (10) calendar days of the Town Board's vote to approve the

hiring of the new employee. The notice will include the new employee's name, job title, date of hire, work location, work and personal phone numbers and work and personal email address. The Union shall have the right to meet with newly hired employees during the employee's work shift for one-half (1/2) hour, without loss of pay or leave time, within the first two (2) weeks of the employee's starting date. The meeting will be held at a time and location which is mutually agreeable between the Employer and the Union.

**ARTICLE II**  
**PROBATIONARY EMPLOYEES**

All new Employees covered by this Agreement (including rehired Employees after loss of seniority) shall be probationary Employees until they complete a probationary period of one (1) year of continuous active employment.

A probationary Employee shall have no seniority until he/she has completed the required probationary period. Upon such successful completion, he/she shall acquire seniority retroactively from the date of hire (or rehire) as a Health Department Employee. 12

If an Employee covered by this Agreement was previously employed by the Town in a position outside the bargaining unit, any seniority acquired outside the bargaining unit does not apply for purposes of this Agreement, unless otherwise provided herein.

During the probationary period, no grievance may be filed by or on behalf of such Employee regarding discharge or layoff.

**ARTICLE III**  
**NO STRIKE**

Section 3.1 - No Strike. Neither the Union nor any employees covered by this agreement, will instigate, promote, sponsor, engage in or condone any strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Town, regardless of the reason for so doing. Each employee who holds the position of employee or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Section 3.2 - No Lockout. The Town will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3.3 - Judicial Restraint. Nothing contained herein shall preclude the Town or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.



## **ARTICLE IV** **HOURS OF WORK**

Section 4.1 - Hours of Work. Except as provided elsewhere in this Agreement, all Full-Time employees' work hours shall consist of ten (10) consecutive hours of work, Monday – Thursday. Each ten (10) hour workday shall include a forty-five (45) minute paid lunch break and two paid fifteen (15) minute breaks. One of the paid fifteen (15) minute breaks may be combined, by the employee, with the forty-five (45) minute paid lunch break, with the pre-approval of the Department Head. The regular work hours for Part-time employees, if any, shall consist of four (4) consecutive hours of work, up to a maximum of twenty-four (24) hours in a regular work week.

Section 4.2 - Use of Time Clock. In the event the Employer utilizes a time clock, or other electronic means of recording time employees shall "punch in" according to Town procedures and the Town will maintain such records. No employee may record time for another employee without the Department Head's express written permission.

Section 4.3 - Overtime Compensation. All hours actually worked by a full-time employee in excess of the employee's regular forty (40) hours per work week, shall be compensated at the rate of one-and-one-half times (1.5x) the employee's regular hourly rate of pay. Overtime must be approved in advance by the Department Head. The employee may choose to receive overtime pay or to receive compensatory time. An employee may not accumulate more than two hundred and forty (240) compensatory time hours.

Section 4.4 Overtime Distribution. Overtime opportunities will be distributed equitably among bargaining unit employees. The Employee's contact number shall be the phone number for their Town-provided cellular telephone.

Section 4.5 – Scheduled Overtime. Scheduled overtime work will first be offered to qualified employees who volunteer to perform the needed overtime. If two or more employees volunteer to perform overtime for an assignment when only one employee is needed, then the overtime shall be assigned based upon rotating seniority, starting with the most senior qualified employee. If there are no volunteers, the Town may assign scheduled overtime on a rotating basis, in inverse order of seniority, starting with the least senior qualified employee.

Section 4.6 – Non-Scheduled Overtime. Employees who are called back to work for hours which are not immediately contiguous to the normal working schedule, shall be guaranteed a minimum of three (3) hours' work at the applicable hourly rate.

Section 4.7 - No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article of Agreement.

**ARTICLE V**  
**HOLIDAYS, LEAVES and PERSONAL DAYS**

Section 5.1 – Holidays. Those holidays formally recognized by the Town Board in December for the following calendar year shall be recognized as paid holidays for the purposes of this Article V. Full-time employees who do not work on a paid holiday are not entitled to any compensation which is in addition to the paid day off for that holiday. Full-time employees who work a holiday shall be paid at the rate of time and one-half (1.5) for all hours worked on the holiday. Part-time employees who do not work on a paid holiday are not entitled to holiday pay.

Section 5.2 - Conditions for Pay. In the event any Employee is absent from work the day before, or the day after a legal holiday, he/she shall not receive holiday pay until proof of sickness or excusable absence is established, if required by the Department Head or the Human Resources Director. 14

Section 5.3– Personal Days. Full-time employees shall be entitled to two (2) personal days each year which shall accrue January 1<sup>st</sup> of each year for all employees in the bargaining unit as of the date of execution of this Agreement. For employees hired after the date of execution of this Agreement, personal days shall accrue on the employee’s anniversary date . These days are intended to allow employees to tend to personal business relating to themselves or their family. The Department Head must approve use of personal days in advance. Retiring, terminated, or resigning employees will not be compensated for their accumulated but unused personal days.

**ARTICLE VI**  
**INSURANCE & RETIREMENT**

Section 6.1 - Medical, Dental, Vision, STD, LTD.

All full-time employees hired after the date of execution of this Agreement, shall be enrolled in the Union’s medical, dental, and vision insurance, with a weekly Town contribution per employee for each week the employee performs services for the Employer. Employees hired after the date of execution of this Agreement are not eligible to enroll in the Town’s medical, dental, and vision insurance. The Town shall pay the International Brotherhood of Teamsters Health and Welfare Fund (“Fund”) as follows:

Effective date of execution of CBA: \$468.00/week;

Effective January 1, 2023: \$488.00/week;

Effective January 1, 2024: \$508.00/week;

Effective January 1, 2025: Such payment shall increase by a maximum of twenty (\$20.00) per week provided that the Employer shall not be required to pay any amount in excess of the amount for Health and Welfare provided in the MCLAC agreement for the 2025 plan year,

Full-time employees on payroll in a bargaining position on the date of execution of this Agreement, will remain covered by the Town’s health insurance on the same basis as non-represented Town employees.

Section 6.2 – Conditions of Employer Payments. The Employer payments to the Fund shall be as follows:

- (a) The amount per employee per week shall be paid for each regular employee covered by this Agreement for any week in which such employee performs any services for the Employer, even when such services are not performed under the terms of this Agreement;
- (b) Payment shall be made on all replacement/supplemental employees for the days worked by such replacement/supplemental employees at a rate equal to twenty percent (20%) per day of the aforesaid weekly payment to a maximum of five (5) days;
- (c) If an employee is absent because of occupational illness or injury, the Employer shall pay the required payment to the extent required by law or written agreement between the employee and Town;
- (d) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated;
- (e) Whenever an Employer is not obligated to make payment to the Fund for an absent employee, then the employee shall make the required payment as permitted by the Trustees;
- (f) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.

Section 6.3 - Retiree Health Insurance. Employees who meet the eligibility requirements to participate in the Fund's retiree health insurance are not eligible to participate in the Town's retiree health insurance. No employee hired after the date of execution of this Agreement is eligible to participate in the Town's retiree health insurance.

Section 6.4 – Questions Regarding Claims. All bargaining unit members who have questions regarding health insurance claims shall be required to contact the International Brotherhood of Teamsters Health and Welfare Fund, not Town personnel, since the Town does not administer the health insurance program, but only pays premiums on behalf of bargaining unit members.

Section 6.5 - Retirement. The Town of Cicero will contribute to the Illinois Municipal Retirement Fund (IMRF) for all eligible Employees provided for in the applicable IMRF Plan.

## **ARTICLE VII** **VACATIONS**

Section 7.1 – Vacation Leave. All Full-Time Employees are eligible for vacation with pay as follows:

- A. Employees are entitled to eight (8) workdays of vacation per year upon the completion of one (1) year of active service with the Town.
- B. Employees are entitled to twelve (12) workdays of vacation per year upon the completion of five (5) years of active service with the Town.
- C. Employees are entitled to sixteen (16) workdays of vacation per year upon ~~the~~ completion of ten (10) years of active service with the Town.
- D. Employees are entitled to twenty (20) workdays of vacation per year upon the completion of fifteen (15) years of active service with the Town.
- E. Employees are entitled to twenty-four (24) workdays of vacation per year upon completion of twenty-five (25) years of active service with the Town.

Section 7.2 – Vacation Leave. For employees in the bargaining unit as of the date of execution of this Agreement, vacation shall accrue January 1 of each year.

For employees hired after the date of execution of this Agreement, vacation shall accrue on the employee's anniversary date of hire. Vacation is earned from the start of employment but no paid vacation shall be granted until after one year of continuous employment has been completed.

For employees who work a four-day week, one week of vacation shall equal four (4) days. For employees who work a five-day week, one week of vacation time shall equal five (5) days.

Section 7.3 – Vacation Approval and Scheduling. Vacation requests must be submitted in advance of the days requested and the Department must approve requests before the vacation time off is taken. In no case may an employee be granted paid leave time that he/she has not yet earned, without the express approval of the Town President. Employees should make their best effort give the Department Head as much notice as possible of the need for vacation time off.

Section 7.4 – Roll Over of Vacation Leave. Unused vacation time cannot be rolled over from one year to the next. However, at the discretion of the Department Head, an employee may roll over one week of vacation time prior to the expiration of the year in which the vacation accrued. Vacation that is rolled over must be used in the first half of the year immediately following its accrual. Such request shall not be unreasonably denied.

Section 7.5 - Pay in Lieu of Vacations. Vacations are provided for the recreation and relaxation of the employees. Accordingly, there is no pay in lieu of vacation leave.



Section 7.6 - Termination of Employment. Upon termination of employment, an employee shall be paid for accrued, prorated vacation leave in accordance with all applicable provisions contained in this Agreement, and any applicable state or federal law.

## **ARTICLE VIII**

### **BEREAVEMENT LEAVE AND SICK LEAVE**

Section 8.1 – Bereavement Leave. Up to three (3) working days of paid leave for reasons of death in an employee's immediate family may be granted at the discretion of the employee's immediate supervisor. For purposes of this section, "immediate family" is defined as the employee's spouse, father, mother, step-father, step-mother, the employee's primary caregiver or guardian (in the event the employee was not raised by his or her parents), father-in-law, mother-in-law, sister, brother, step-sister, step-brother, grandmother, grandfather, child, and step-child.) 17

Section 8.2 - Sick Leave. Commencing with the last day of the first full calendar month of employment completed by the employee, an employee earns one (1) sick day per month to be credited at the end of each month. Sick leave may be accumulated up to two hundred and forty (240) days. In no case may an employee be granted paid leave time that he/she has not yet earned without approval of the Board or Town President. Paid sick leave may be used for illness, injury, or medical appointments for the employee that cannot be scheduled during off-duty hours. Paid sick leave must be used in increments of four (4) hours.

An Employee using sick leave must contact his/her Department Head via telephone and/or e-mail at least one (1) hour prior to the scheduled shift(s). If via telephone, the employee must speak to the Department Head; a voice mail will not be regarded as an acceptable form of contact.

Whenever possible, employees should schedule medical appointments in advance and outside of the employee's work hours. For pre-scheduled medical appointments, employees must give at least five (5) workdays' notice that they will be absent.

The employee has the burden of establishing that an illness-related absence was legitimate. Failure to provide reasonable evidence as may be requested by a Department Head may result in the denial of sick leave usage. If an employee uses more than three (3) consecutive days of sick leave (including in conjunction with regular days off, weekends, or holidays), the employee must present a physician's certification, at the employee's expense, before being allowed to return to work. The purpose of the physician's certification is to verify that an illness prevented the employee from working on the dates that sick leave was taken, and that the employee is fit to return to work. If a supervisor identifies a pattern of sick leave use or suspected abuse, a physician's certification may be required for absences of less than three (3) days.

If an employee calls off sick the day before or after a holiday, they employee may be required to use a vacation day instead. If they do not have any vacation time, then they will not be paid.

Retiring, terminated, or resigning employees will not be compensated for their accumulated sick leave.

**ARTICLE IX**  
**TRAINING AND CERTIFICATIONS**

Section 9.1 - On-Duty Training Employees attending required training sessions away from the Health Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. Employees shall be compensated at the employee's applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of two (2) hours.

Section 9.2 – Certification Stipend Effective January 1, 2022, employees are eligible to receive an annual certification stipend, up to a maximum of \$500.00 total, for obtaining a maximum of up to two pre-approved work-related certifications, as follows:

- (i) TWO HUNDRED FIFTY DOLLAR (\$250.00) stipend for one (1) certification; 18
- (ii) FIVE HUNDRED DOLLAR (\$500.00) stipend for two (2) certifications.
  
- (b) Eligible Certifications: The Department Director shall determine in her/his sole discretion which certifications are eligible for a stipend. Certifications may include those for successful completion of training courses provided by the Illinois Department of Public Health, the National Registry of Food Safety Professionals, the Building and Fire Code Academy, the Illinois Association of Code Enforcement, the Illinois Emergency Management Agency, and any other certification(s) as approved in the sole discretion of the Department Director.
  
- (c) Employees who are eligible will receive their certification pay on the first paycheck in January for certifications obtained the preceding calendar year. The pay will be a separate stipend not added to base wages.
  
- (d) Maintenance of Certification. To be eligible for a Certification Stipend(s), the employee must successfully complete the required certification classes and maintain the certification(s).
  
- (e) Cost of Classes. The Town of Cicero will pay the tuition or enrollment fee for the cost of pre-approved classes to obtain the certificate(s).

**ARTICLE X**  
**UNIFORM ALLOWANCE**

Section 10.1 - Uniform Allowance. The Employer will provide all uniforms, including work shoes, safety equipment and personal protective equipment determined by the Department Head to be necessary to perform the job at the Employer's expense. Uniforms are to be worn by all Employees while performing the duties required for their job.

Section 10.2 - Damage to Personal Property. The Town shall reimburse employees for the reasonable cost of replacement of watches (up to a maximum of \$50.00), and eyeglasses or contact lenses (up to

a maximum of \$300.00) damaged in the course of duty. An employee must complete an incident report and present a receipt for the cost of the replacement item.

## **ARTICLE XI** **SENIORITY**

Section 11.1 - Definition of Seniority. Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as an employee's length of full-time continuous service as an employee within the Health Department.
- B. In the event that two or more employees have the same seniority date, seniority shall be determined by the last two (2) digits of the employee's driver's license or state i.d. number. The employee with the lower digits shall have the greater seniority. 19
- C. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment in the Health Department.

Section 11.2 - Loss of Seniority. An employee's seniority will terminate in the following circumstances:

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed;
- D. The employee does not return to work at the expiration of a leave of absence;
- E. The employee is absent for three (3) consecutive scheduled work days without authorization and fails to report to work on the fourth (4<sup>th</sup>) day;
- F. The employee does not return to work when recalled from layoff.

Section 11.3 - Layoffs and Recall. Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will lay off employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected employees and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off employees will have recall rights for a period of three (3) years.

Section 11.4 - Right of Recall. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff.

Section 11.5 - Notice of Recall. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Department Head or his/her designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head or his/her designee with his latest mailing address. If an employee fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

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Section 11.6 - Seniority List. As soon as practicable after signing of this contract, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must again notify the Employer of any alleged errors or the information in the list or it shall be considered binding on the employee and the Union.

## **ARTICLE XII** **GRIEVANCE PROCEDURE**

Section 12.1 - Definition. A grievance is defined as a claim by an employee or the Union that the Employer has violated an express provision of this Agreement.

Section 12.2 - Time Limit. The Union or an employee with a Union representative, shall file a grievance on the form provided by the Union within ten (10) business days of its occurrence or when the union/employee knew or should have known of the occurrence. The written grievance shall be signed and include a statement of facts, the provision(s) of the Agreement allegedly violated, and the requested remedy and submitted to the Department Head.

Section 12.3 - Procedure. A grievance shall be processed in the following manner:

Step 1: The Department Head or his/her designee shall meet and discuss the grievance within ten (10) business days of receipt, with the authorized Union representative and the employee, if the employee so desires, at a time mutually agreeable to the parties. If no settlement is reached, the Department Head or his/her designee shall give the Employer's written answer to the Union within ten (10) business days following their meeting.



Step 2: If the grievance remains unadjusted in Step 1, and the Union with or without the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Town President or his/her designee within ten (10) business days of receipt of the Step 1 response.

The Town President or his/her designee may meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal to Step 2, with the authorized Union representative and the employee, if the employee so desires, at a time mutually agreeable to the parties. If a meeting occurs, the Town President or his/her designee shall give the Employer's written answer to the Union within ten (10) business days following their meeting. The grievance may be advanced to Step 3 within thirty (30) business days of the date the Step 2 request was submitted to the Town President or his/her designee if no Step 2 meeting is held, or within thirty (30) business days of the date the Union receives the Employer's written answer if a Step 2 meeting was held.

Step 3: If the grievance remains unsolved, the Union may, by written timely notice to the Town President, invoke arbitration. 21

If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service (FMCS) and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. The Union shall pay any cost charged by FMCS for obtaining the list of arbitrators. The arbitrators must have a business office located within 125 miles of Town Hall. Such arbitrators must be members in good standing with the National Academy of Arbitrators. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties shall determine by a coin toss who strikes the first name. The winner of the coin toss decides whether to strike first or to have the other party strike first. The parties shall then alternate striking names and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). Each party has the right to strike a panel in its entirety once. If a party strikes a panel, that party shall pay the cost charged by FMCS for obtaining a new panel.

- a. The fees and expenses of the arbitrator and the cost of the arbitrator's copy of a written transcript, if requested by the arbitrator, shall be divided equally by the parties. The parties shall be responsible for paying the full cost of their own transcript, if ordered.
- b. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of a grievance arbitrator.

Section 12.4 - Limitations on Authority of Arbitrator. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) Any decision or award of the

arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

Section 12.5 - Grievance and Workplace-Related Complaint Investigation. The designated Union Representative will have the right to meet with one or more employees to investigate and discuss grievances and workplace-related complaints without loss of pay or leave to the employees provided that the time, duration and location of meetings do not impede normal departmental operations.

### **ARTICLE XIII DISCIPLINE**

Section 13.1 Discipline. The Employer agrees with the tenets of progressive and corrective discipline.

Disciplinary action or measures may include the following:

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- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension (notice to be given in writing);
- D. Demotion; and
- E. Discharge

Disciplinary action may be imposed upon a non-probationary employee only for just cause. Discipline shall be imposed as soon as practicable after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. The Town reserves the right to skip a step(s) in the progressive disciplinary system depending upon the nature and severity of the misconduct and the employee's past disciplinary history.

A probationary employee can be terminated without just cause.

Notations of oral reprimands may be placed in the employee's personnel file. Signing by the employee of oral reprimands is not mandatory. All other disciplinary actions or measures shall be signed by the employee as acknowledgement only of the discipline imposed. Oral and written reprimands may not be grieved by the Union or Employee under the Grievance Procedure in this Agreement.

Section 13.2 Use and Destruction of Disciplinary File Material. Disciplinary investigation materials will not be used two (2) years after the date of the incident or the date upon the violation is discovered, whichever is longer unless:

- 1) The investigation relates to a matter which has been subject to either civil or criminal court litigation;
- 2) The employee engages in the same or similar serious infraction;

- 3) To show that disciplinary action is instituted consistently for the same misconduct engaged in by another employee(s);
- 4) There has been another disciplinary infraction during the two (2) year period;
- 5) Used to show that progressive discipline was implemented by the employer.

Materials that fall into the exceptions (1) and (3) above shall not be part of the Employee's personnel file but may be maintained in a separate file in the Town's Human Resources Department.

#### **ARTICLE XIV UNION REPRESENTATIVES**

Section 14.1 - Union Representatives. The Employer recognizes the right of the Union to select Union representatives, and the Union agrees to furnish the Employer with the names of said representatives selected by the Union.

#### **ARTICLE XV MISCELLANEOUS**

Section 15.1 - Bulletin Boards. The Employer will make a bulletin board available for the use by the Union in non-public locations. The Union will be permitted to have posted on this bulletin board, notices of a non-controversial nature. There shall be no posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided. A copy of each posting will be provided to the Department Head prior to posting.

Section 15.2 - Partial Invalidity. In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 15.3 - Subcontracting. Prior to subcontracting any of the work presently performed or assigned to the collective bargaining unit, the town will give the Union written notice at least thirty (30) days in advance and will give the Union the opportunity to negotiate over the effects of the subcontracting, to the extent required by applicable law.

Section 15.4 - Ratification and Amendment. This Agreement shall become effective when ratified by the Town of Cicero Board and the Union and may be amended or modified during its term only with mutual written consent of both parties.

#### **ARTICLE XVI NO SOLICITATION**

The Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters and the Town of Cicero Bargaining Unit

agree that their employees, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Town of Cicero for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events. The Union shall have the right to solicit members of the Teamster Joint Council 25 for union related matters or charitable organizations, as defined by the Attorney General of the State of Illinois.

**ARTICLE XVII**  
**DRUG AND ALCOHOL TESTING**

The Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters and the Town of Cicero Bargaining Unit agree that the safety and well-being of the residents, businesses and employees are of the utmost concern. As such, The Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union Local No. 705, an affiliate of the International Brotherhood of Teamsters and the Town of Cicero<sup>24</sup> Bargaining Unit and the Town have agreed to a drug and alcohol policy covering employees covered by this agreement. The policy has been attached as Exhibit "A."

**ARTICLE XVIII**  
**WAGES**

Section 18.1 – Base Wages

Name	Effective January 1,	Effective January 1,	Effective January 1,	Effective January 1,	Effective January 1,
	2021	2022 (2.5%)	2023 (3.0%)	2024 (3.5%)	2025 (3.5%)
Priscilla Santiago	\$41,000	\$42,025	\$43,285.75	\$44,800.75	\$46,368.78
Tim Tylka	\$45,000	\$46,125	\$47,508.75	\$49,171.55	\$50,892.55

The starting annual wage for Health Inspectors hired after the date of execution of this Agreement shall be:

- Effective January 1, 2021 through December 31, 2021: \$28,000
- Effective January 1, 2022 through December 31, 2022: \$28,250
- Effective January 1 2023 through December 31, 2023: \$28,500
- Effective January 1, 2024 through December 31, 2024: \$29,120

Effective January 1, 2025 through December 31, 2025: \$31,200

Section 18.2 – Longevity.

In addition to the base rates of pay, employees covered by this Agreement shall receive the following longevity pay based upon their years of consecutive service in the Health Department:

<b>Years of Service Completed</b>	<b>Longevity Pay Increase</b>
After Completion of Five Years of Continuous Service	One and a half percent (1.5%)
After Completion of Ten Years of Service of Continuous Service	Two percent (2.0%) <sup>25</sup>
After Completion of Fifteen Years of Continuous Service	Two and one quarter percent (2.25%)
After Completion of Twenty Years of Continuous Service	One and one half percent (1.5%)

\*Longevity shall be paid retroactively to January 1, 2021 for employees in the bargaining unit as of the date of execution of this agreement for the most recent longevity step obtained as of January 1, 2021 only, utilizing the following Health Department seniority dates: Tim Tylka – January 1, 2005. Priscilla Santiago – January 4, 2010. Accordingly, upon execution of this Agreement, Tim Tylka will receive longevity pay for completion of fifteen (15) years of service (added to his base wages effective 1/1/21); and Priscilla Santiago will receive longevity for completion of ten (10) years of service (added to her base wages effective 1/1/21).

Section 18.3 Education Stipend. Employees in the bargaining unit as of the date of execution of this agreement shall receive an education stipend as set forth below. The education stipend shall not be paid retroactively. Education stipends will not be added to base wages.

Education Stipend: \$600.00/year for an associate's degree;  
\$1,000.00/year for a bachelor's degree.




**ARTICLE XIX  
DURATION**

This Agreement shall be effective January 1, 2020, unless otherwise provided herein, and shall remain in full force and effect until December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed.

**SIGNED AND ENTERED** into this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Truck Drivers, Oil Drivers, Filling Station Town of Cicero  
and Platform Workers Union Local  
No. 705, an affiliate of the  
International Brotherhood of  
Teamsters**

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Secretary - Treasurer

\_\_\_\_\_  
Town of Cicero- President

## **Addendum**

### **Smoking and Use of Town Vehicle**

#### **Smoking**

Smoking is prohibited within any Town facility or Town owned or leased vehicle, as defined by state law or local ordinance. Smoking within fifteen (15) feet of a Town building entrance is strictly prohibited. This includes the use of all tobacco products, including but not limited to chewing tobacco, and devices designed to look or appear as a cigarette that dispense vapor in lieu of smoke, such as electronic cigarettes.

#### **Use of Town Vehicles**

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**A. Use of Town Vehicles Generally.** It is the policy of the Town to provide Town-owned vehicles to certain employees in specific job classifications for business and commuting use.

1. Employees should drive Town-owned vehicles in a safe and courteous manner. Employees are responsible for the care and conservation of Town vehicles, equipment, supplies, and tools. Prior to initial use each day, employees should inspect their vehicles, equipment, supplies, and/or tools for damage or any other condition that might create an unsafe condition. Employees shall maintain the inside and outside of their Town-owned vehicles in a clean and tidy manner. Employees shall refuel their Town-owned vehicles before returning them to the Town.

2. Employees should promptly report accidents, breakdowns, and damage to and/or the malfunctioning of any equipment or vehicles to their appropriate supervisors and the Fleet Management Director to ensure that necessary repairs may be made. It is the supervisor's responsibility to ensure that appropriate action is taken to correct the problem. All employees using Town-owned vehicles shall comply with applicable maintenance schedules and shall contact their supervisors and the Fleet Management Director regarding any necessary or perceived maintenance needs.

3. All employees who drive Town-owned vehicles and those who use their personal vehicles to conduct Town business must comply with all applicable laws of the State of Illinois and all applicable rules, policies, and ordinances of the Town regarding the same. Citations for traffic law violations, parking violations, toll violations, red-light camera enforcement violations, any other violations, and/or any debt incurred upon the Town as a result of an employee's use or operation of a Town vehicle(s), shall be the responsibility of the person to whom the ticket is issued and violations of any and all laws and/or the receipt of any and all warnings or citations shall be reported to the employee's supervisor as soon as practicable. The Town reserves the right to collect any debt incurred by the Town from the employee/violator, and the employee/violator's failure to pay any violation, fee, or fine may result in discipline up to and including termination. Discipline or termination of an employee/violator by the Town for failure to

pay does not waive the Town's right to institute legal proceedings against the disciplined or terminated employee for collection of the debt due the Town, as well as any costs incurred by the Town related to the collection of the debt.

Employees must immediately notify their supervisor(s) of any and all violations related to driving under the influence of drugs or alcohol. Actions of employees while conducting Town business that result in the violation of a law and/or the issuance of a warning or citation are subject to review by the proper authorities for disciplinary action, in addition to normal law enforcement procedures. Employees are totally responsible for the operation of their vehicles and the conduct of their passengers when their vehicles are in operation or under the employees' care

4. In accordance with the Illinois Vehicle Code (625 ILCS 5/12-603.1), it shall<sup>28</sup> be required in Town-owned vehicles and in personal vehicles used for Town business that seat belts be worn at all times by drivers and passengers.

5. In accordance with the Illinois Vehicle Code (625 ILCS 5/12-610.1 & 625 ILCS 5/12-610.2), only hands-free technology such as speakerphones and Bluetooth are permitted in Town-owned vehicles and in personal vehicles used for Town business. In addition: (a) all cell phone use is prohibited while driving in a school zone; (b) all cell phone use is prohibited while driving in a highway construction zone; and (c) all Illinois drivers are prohibited from texting

6. Every employee must have a valid Illinois driver's license before operating a vehicle on behalf of the Town. It is the employee's responsibility to inform his or her supervisor of non-possession of a driver's license, suspension of a driver's license, invalidation of a driver's license, or any other reason that would prohibit him or her from driving on a specific day. The Department Head shall supply a yearly report to the Fleet Department verifying the names of all employees and the validity of their driver's licenses.

**B. Business Use.** Town-owned vehicles are provided to certain employees in specific job classifications as recognition of the employee's status as a Town

Administrative officer, for the conduct of direct and related Town business, for the benefit and convenience of the Town, and/or to ease operations for the delivery of Town services.

**C. Prohibition of Personal Use Other Than Commuting.** Employees are strictly prohibited from using Town-owned vehicles for any personal use, except occasions where an incidental stop is necessary between business stops. In some cases, certain employees may be authorized to drive Town-owned vehicles to and from work on a regular basis. Commuting is hereby recognized as personal use as defined by the Internal Revenue Service ("IRS") and is subject to applicable IRS regulations and accountability by both the Town and the employee. Family



members and other individuals who are not employed by the Town or conducting Town business are not allowed to operate Town-owned vehicles, unless given prior permission by the Board of Trustees.

- D. Take Home Town-Owned Vehicles Restricted to Town Boundaries.** For purposes of efficiency and to save costs, certain employees are assigned to take home Town-owned vehicles ("Take Home Vehicles"). The use of Take Home Vehicles is strictly limited to business use and all but *de minimus* personal use.

The Human Resources Department is authorized and directed to promulgate reasonable rules and regulations regarding the use of "take-home" vehicles.

- E. Prohibition of Personal Items.** The Town requires that no personal items, other than incidentals, be stored in Town-owned vehicles. Town-owned vehicles are to be locked each night and work articles shall be stored either in a lock box or trunk during times<sup>29</sup> when the vehicles are not in use. When not in use, Town-owned vehicles shall be locked and parked in legal parking spaces.

- F. Fringe Benefit Taxable Calculation.** The value of personal (non-business) use of a Town-owned vehicle is a taxable fringe benefit. Community use is one kind of personal use that is subject to applicable IRS regulations. The IRS provides three (3) primary methods of determining the fair market value of the vehicle: (1) the commuting rule; (2) the cents-per-mile rule; and (3) the annual lease value. The Town has chosen to calculate the taxable value of an employee's commuting use using the IRS Community Rule, which is set forth below.

If the only personal use of an employer-provided vehicle is commuting to and from work, then an employer may use the Commuting Rule. The value of each one-way commute is one and 50/100 U.S. dollars (\$1.50), and either the value is included in the employee's wages or the employee can reimburse the Town this amount.

The Commuting Rule is the easiest method to use because it does not require employees to keep mileage logs of vehicle use, and it is the easiest for the employer to administer. However, employers can use the Commuting Rule only if the following four (4) requirements are met:

1. The employer provides the vehicle to the employee for use in the employer's trade or business;
2. The employer has a written policy that does not allow the employee to use the vehicle for personal purposes, other than from commuting or *de minimus* personal use (such as stopping for a personal errand on the way between a business delivery and the employee's home);
3. The employee, in reality, does not use the vehicle for personal purposes; and
4. The employee is not a control employee. Control employees are defined on page 19 of the IRS's Publication 15-B.

To satisfy the requirements of the IRS and the taxable nature of this fringe benefit, the Town will record as income an amount equal to one and 50/100 U.S. dollars (\$1.50) per each one-way commute and record such income on each affected employee's year-end W-2.

**G. Exempt Vehicles.** Certain vehicles have been exempted from both record keeping and taxation requirements. They are as follows:

1. Clearly marked police and fire vehicles;
2. Unmarked law enforcement vehicles when used for authorized purposes and operated by a full-time law enforcement officer;
3. Delivery trucks with seating capacity only for the driver, or only for the driver plus a folding jump seat;
4. Flatbed trucks;
5. Cargo carrier with over a fourteen thousand (14,000) pound capacity;
6. School and passenger buses with over a twenty (20) person capacity;
7. Ambulances;
8. Hearses;
9. Bucket trucks;
10. Cranes and derricks;
11. Forklifts;
12. Cement mixers;
13. Dump trucks;
14. Garbage trucks;
15. Specialized utility repair trucks (except vans and pick-up trucks); and
16. Tractors.

**H. Vehicle Stickers and Documents.** All Town vehicles must be properly identified with a Town vehicle sticker, an insurance card, and license plates on

both the front and rear of the vehicle. All vehicles must be registered with the Department Head in the Fleet Management Department.

- I. **Withholding Exceptions.** The Town shall withhold income taxes and Illinois Municipal Retirement Fund obligations from the amount recorded as the employee's personal vehicle use. The value of the employee's personal vehicle use will be included in the gross pay recorded on the employee's W-2 form at the end of the year. The value of the benefit should be included in "wages, tips, and other compensation," and in "Social Security Wages," when applicable on the W-2.
- J. **Personal Vehicles.** Employees who use their personal vehicles for business-related activities must maintain adequate insurance coverage, which shall be primary to Town insurance. Employees shall be reimbursed for gasoline and oil in accordance with IRS and Town policies. Employees may be<sup>31</sup> reimbursed in cash at rates determined by the IRS, or they may be provided a gas card for use at Town-owned gas facilities.
- K. **Gas Cards.** The Town may provide gas cards to certain employees, as determined by the Board of Trustees. Employees shall only use gas cards when conducting Town business, and shall only use Town gas for conducting official duties for the Town. The use of gas cards is limited to duties undertaken on behalf of the Town and the use of gas cards for personal matters and driving to and from work is strictly prohibited. In the event that Town gas is used for personal matters due to an emergency, it is the obligation of the employee to notify his or her Department Head that gas has been used for personal matters and the employee must reimburse the Town for all gas used for personal matters.
- L. **Termination or Resignation from Town Employment.** Employees who resign or who are terminated from Town employment, and employees who are transferred to Town positions that do not require or allow for the use of Town-owned vehicles, shall return any and all Town owned vehicles, vehicle keys, gas cards, and related items to the Town immediately upon resignation, termination, or transfer.
- M. **Compliance with Town Policy.** All employees must comply with this policy and any other rules and regulations established by the Town regarding the use of Town-owned vehicles and the use of personal vehicles while conducting Town business. Failure to comply with this policy may result in disciplinary action including, without limitation, the revocation of the Town-owned vehicle issued to the employee, the revocation of the gas card issued to the employee, suspension without pay and/or termination.

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

**AN ORDINANCE TEMPORARILY EXTENDING THE TOWN HALL HOURS TO SATURDAYS TO PROVIDE ADDITIONAL TIME FOR RESIDENTS TO RENEW 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 Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to protecting the health, safety, and welfare of individuals residing in, working in and visiting the Town; and

WHEREAS, vehicle stickers for residents in the Town are set to expire June 30, 2022; and

WHEREAS, the Town is committed to providing accommodations for residents during the vehicle sticker renewal period; and

WHEREAS, to avoid long lines and better accommodate residents, it is a customary practice to have the Town Collector’s Office open on Saturdays of the vehicle sticker renewal month; and

WHEREAS, in order to, among other things, ensure that individuals residing in and working at the Town have ample time to renew their vehicle stickers, the Corporate Authorities have determined that it is advisable and in the best interests of the Town and its residents to temporarily open Town Hall on Saturdays in June 2022 to extend the time period for residents to renew their vehicle stickers as set forth in Section 106-40(b) of the Town Code; 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 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 temporarily open Town Hall on the days of June 4, 11, 18, and 25 in the year 2022 from the hours of 9:00 a.m. to 1:00 p.m. to extend the time period for residents to renew their vehicle stickers as set forth in Chapter 106, Section 106-40(b) of the Town Code.

**ARTICLE II.  
PROCEDURES**

**Section 3.00 Procedures.**

The Corporate Authorities hereby authorize the temporary opening of Town Hall on the days of June 4, 11, 18, and 25 in the year 2022 from the hours of 9:00 a.m. to 1:00 p.m.

to extend the time period for residents to renew their vehicle stickers as set forth in Chapter 106, Section 106-40(b).

**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 purposes contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with these purposes. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the intent of 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 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 immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

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

**APPROVED** by the President on \_\_\_\_\_, 2022

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

**ATTEST:**

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



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

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

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

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

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

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

WHEREAS, the term of the aforementioned appointments (the “Appointments”) will expire at 11:59 p.m. on April 30, 2022 or at such other time as the Corporate Authorities deem necessary; and

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

Town to extend the term of the Appointments until 11:59 p.m. on May 31, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof;

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the extension of the Appointments until 11:59 p.m. on May 31, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

**Section 3.0 Effectiveness and Term of Appointments.**

The Corporate Authorities hereby extend the term of the Appointments from 11:59 p.m. on April 30, 2022 to 11:59 p.m. on May 31, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

**ARTICLE II.  
AUTHORIZATION**

**Section 4.0 Authorization.**

The Corporate Authorities hereby authorize the extension of the Appointments, which Appointments shall remain in full force and effect until 11:59 p.m. on May 31, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

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

**Section 5.0 Headings.**

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

**Section 6.0 Severability.**

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

**Section 7.0 Superseder.**

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

**Section 8.0 Publication.**

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

**Section 9.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

**APPROVED** by the President on \_\_\_\_\_, 2022

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

**ATTEST:**

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

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

**A RESOLUTION AUTHORIZING AND APPROVING A SUBSTANTIAL AMENDMENT TO THE ANNUAL ACTION PLAN FOR PROGRAM YEAR 2021 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the federal government of the United States of America established the Community Development Block Grant Program (the “Program”); and

WHEREAS, the Town previously agreed to participate in the Program and has previously received funding from the federal government under the Program; and

WHEREAS, to remain eligible for the Program and apply for the funds offered through the Program, the Town presented an annual action plan for the Program (the “Plan”); and

WHEREAS, the Corporate Authorities desire to amend the Plan for Program Year 2021 (“the Amended Plan”), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Town’s Department of Planning advertised the Amended Plan for a thirty (30) day comment period and held a public hearing on April 13, 2022 in compliance with the Town’s Citizen Participation Plan; and

WHEREAS, the Amended Plan must be approved by the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”); and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town and its residents to approve the Amended Plan to ensure the Town’s continued participation in the Program;

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 and approve the Amended Plan, to take all steps necessary to ensure the Town’s continued participation in the Program and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Corporate Authorities hereby authorize the Amended Plan, and the Town Board hereby authorizes and directs the President to approve the Amended Plan and ratifies any previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President or his designee to execute any applicable documents, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney, to ensure the Town's continued participation in the Program. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The Town Clerk or her designee is further directed to cause the filing of a certified copy of this Resolution with the U.S. Department of Housing and Urban Development or any other required persons and/or entities and to take any and all necessary steps so as to ensure the Town's continued participation in the Program.

**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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

**APPROVED** by the President on \_\_\_\_\_, 2022

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

**ATTEST:**

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

**GROUP EXHIBIT A**



**TOWN OF CICERO**  
 Department of Housing  
 1634 S. Laramie Avenue  
 Cicero, Illinois 60804

Larry Dominick  
 TOWN PRESIDENT

**MEMORANDUM**

TO: Honorable Larry Dominick, Town President  
 Michael Del Galdo, Town Attorney

FROM: Tom M. Tomschin, Executive Director *[Signature]*

DATE: April 18, 2022

RE: Community Development Block Grant Program Substantial Amendment

48

Enclosed you will find documentation to support the Substantial Amendment to the Town of Cicero's Program Year 2021 Annual Action Plan for the Community Development Block Grant (CDBG). The Town of Cicero Department of Housing advertised this proposed amendment and held the required Public Hearing for the proposed use of funds.

Funds to Reallocate	
Unobligated PY 2019 Funding	\$ 371,333.52
Unobligated PY 2020 Funding	\$ 205,666.48
<b>Total Funds to Reallocate</b>	<b>\$ 577,000.00</b>

Proposed Activities	Original Budget	Proposed Budget	Difference
Safety Town Park Renovation	\$ -	\$ 500,000.00	\$ 500,000.00
PY 2021 Alley Project	\$ 373,688.48	\$ 450,688.48	\$ 77,000.00
<b>Total funds Allocated</b>			<b>\$ 577,000.00</b>

This amendment will add one additional project (Safety Town Park Renovation) and allow for a total of three (3) alleys to be reconstructed during PY2021. Both projects are in compliance with the 5 Year Consolidated Plan.

I request this Substantial Amendment be placed on the Town Board of Trustee agenda on April 26, and fully recommend approval to further the goals of the Town of Cicero and the Department of Housing.

I thank you in advance for your continued support of the Department of Housings programs and activities. Should you have any questions, concerns, or require additional information, please feel free to contact me directly.

At your service,

TMT

Community Development Block Grant Program  
 Tom M Tomschin, MPA – Executive Director  
 Phone 708-656-8223



**TOWN OF CICERO**  
 Department of Housing  
 1634 S. Laramie Avenue  
 Cicero, Illinois 60804

Larry Dominick  
 TOWN PRESIDENT

**PUBLIC NOTICE - TOWN OF CICERO  
 AMENDMENT TO ANNUAL ACTION PLAN**

The Town of Cicero invites public review and comment on the proposed amendment affecting the 5-Year Consolidated Plan and Program Year 2021 Annual Action Plan as identified in the following information:

Funds to Reallocate	
Unobligated PY 2019 Funding	\$ 371,333.52
Unobligated PY 2020 Funding	\$ 205,666.48
<b>Total Funds to Reallocate</b>	<b>\$ 577,000.00</b>

Proposed Activities	Original Budget	Proposed Budget	Difference
Safety Town Park Renovation	\$ -	\$ 500,000.00	\$ 500,000.00
PY 2021 Alley Project	\$ 373,688.48	\$ 450,688.48	\$ 77,000.00
<b>Total funds Allocated</b>			<b>\$ 577,000.00</b>

The public is asked to review and comment on the Town of Cicero's proposed amendment during the 30-day comment period from March 13, 2022 to April 13, 2022. A public hearing to accept in person or drop-off comments will be held on:

**April 13, 2022 at 1 PM**  
 Town of Cicero  
 Community Center  
 2250 S 49<sup>th</sup> Avenue, Cicero, IL 60804

Comments can also be emailed to: [amarquez@thetownofcicero.com](mailto:amarquez@thetownofcicero.com)

For further information contact:  
 The Department of Housing at (708) 656-8223.  
 1634 S. Laramie Ave. Cicero, IL 60804  
 708-656-8223



**CERTIFICATION OF PUBLICATION  
CASE NO.:**

**TOWN OF CICERO  
AMENDMENT TO ANNUAL  
ACTION PLAN**

The Lawndale News does hereby certify

The said Lawndale News is a secular newspaper that has been published WEEKLY in the city of Chicago, County of Cook, State of Illinois, continuously or more than one year prior to the first date of publication of the notice appended, that it is a newspaper as defined in "An Act to revise the law in relation to notices," as amended Illinois Compiled Statutes, (715 ILCS 5/1 & 5/5), and that the notice appended was published in the said Lawndale News on

03/13/22

(Date of Publication)

\_\_\_\_\_  
(Date of Publication)

\_\_\_\_\_  
(Date of Publication)

In witness whereof, the undersigned has caused this certificate to be signed and its corporate seal affixed at Chicago, Illinois.

(Date) 03/13/22

THE LAWNDALE NEWS

By \_\_\_\_\_

OFFICIAL SEAL  
PILAR R DAZZO  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 08.18.27

*Pilar R Dazzo*





**TOWN OF CICERO**  
Department of Housing  
1634 S. Laramie Avenue  
Cicero, Illinois 60804

Larry Dominick  
TOWN PRESIDENT

**PY 2021 Annual Action Plan Amendment**  
**Public Hearing:**  
**April 13, 2022**

Attendance: See Attached Sign-In Sheet

51

1:00PM Hearing began

Purpose of this Public Hearing was to allow for any public comments, received in writing from Cicero residents, the community, and the general public, in regards to the Amendment made to Program Year 2021 (PY21) Annual Action Plan (AAP) as outlined in the published Public Notice.

The Department of Housing is in compliance with the 30-day comment period afforded to the public, to view and comment on the PY21 Annual Action Plan.

No comments were received.

Hearing ended at 1:15 PM.

Attachment: Sign-In Sheet



**TOWN OF CICERO**  
 Department of Housing  
 1634 S. Laramie Avenue  
 Cicero, Illinois 60804

Larry Dominick  
 TOWN PRESIDENT

**PY2021 Annual Action Plan Amendment Public Hearing: April 13, 2022**

Sign in Sheet

	Name	Organization	Phone Number	Email
1	Josa Alanis	Town of Cicero	708-656-8223	jalanis@thetownofcicero.com
2	Angela Marquez	Town of Cicero	708-656-8223	amarquez@thetownofcicero.com
3	Tom Tomasko	Town of Cicero	708-656-8223	Tomasko@thetownofcicero.com
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19				
20				

Community Development Block Grant Program  
 Tom M Tomschin, MPA – Executive Director  
 Phone 708-656-8223





**TOWN OF CICERO**  
Department of Housing  
1634 S. Laramie Avenue  
Cicero, Illinois 60804

Larry Dominick  
TOWN PRESIDENT

**PY2021 Annual Action Plan (AAP) Amendment Public Hearing:**  
**April 13, 2022**

Please use this sheet to write us any comments, concerns, or recommendations for this year's Amendment to the Annual Action Plan (AAP). Make sure to include your name, agency (if applicable), and title (if applicable). If you choose to remain anonymous, you may do so as well. Thank you for participating in this year's public hearing for the PY2021 Amendment to the AAP.

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

**A RESOLUTION AUTHORIZING AND APPROVING THE LAWN MAINTENANCE PROGRAM AGREEMENT FOR THE DEPARTMENT OF SENIOR SERVICES 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 Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to providing necessary services to Town residents; and

WHEREAS, the Department of Senior Services (the “Department”) coordinates with third-party contractors (the “Contractors”) to provide lawn maintenance services for senior citizens residing within the Town (the “Services”); and

WHEREAS, the Department has provided the attached template agreement and related documents for the Contractors to provide the Services (collectively, the “Agreement”), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Corporate Authorities find that it is necessary for conducting

Town business and the effective administration of government that the Town approve, enter into, and execute agreements with terms substantially the same as the terms of the Agreement; and

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

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President to enter into and approve the Agreement whereby Contractors as selected by the Town will provide the Services in accordance with the terms of the Agreement and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to enter

into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any such other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought herein, the same is hereby waived.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

**APPROVED** by the President on \_\_\_\_\_, 2022

---

LARRY DOMINICK  
PRESIDENT

**ATTEST:**

---

MARIA PUNZO-ARIAS  
TOWN CLERK

**GROUP EXHIBIT A**



**APPLICATION**

**TOWN OF CICERO**

**DEPARTMENT OF SENIOR SERVICES**

**2022 LAWN MAINTENANCE PROGRAM**

Date: April 26, 2022

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**Manpower and Equipment Information:**

Estimated number of workers to be available to be employed = \_\_\_\_\_

Lawn Maintenance Equipment Available: 1) Mowers \_\_\_\_\_

2) Trucks \_\_\_\_\_

3) Other Equipment: \_\_\_\_\_

**Total Maximum Number of Lawn Maintenance Lots Requested =** \_\_\_\_\_

(Note: Approximate Total Number of Lots currently included in program = 1000 Lots)

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Town of Cicero will review the above information provided by each contractor and assign contract areas based on the Contractor's capabilities and past performance history. Once completed please return this form to my Office.

Ryan Chlada  
Director of Senior Services  
5410 W 34<sup>h</sup> Street, Cicero IL 60804  
708-656-3600 x566  
708-656-6678 (FAX)  
rchlada@thetownofcicero.com

**TOWN OF CICERO  
DEPARTMENT OF SENIOR SERVICES  
2022 LAWN MAINTENANCE**

**\*SPECIAL PROVISION \***

**LAWN MOWING**

**Description:** This work shall consist of furnishing all labor and equipment necessary to mow residential lawns at locations as directed by the Town of Cicero Department of Senior Services and as specified as follows:

- 1) The lawn mowing service will only include mowing and trimming (i.e. by “weed wacking equipment) at sidewalk edge locations and areas that are not accessible by lawn mowing equipment. This work will **not** include any sidewalk edging with power edging equipment, weeding, fertilizing, watering, tree or bush trimming, and landscaping work.
- 2) All sidewalk, driveway, and patio pavements shall be swept or cleared with power blowing equipment upon completion of the lawn mowing work. All work shall be done in an acceptable workmanlike manner and meet the approval of the Department of Senior Services.
- 3) The first two lawn mowings for each lot will include the bagging and the off-site removal and disposal of the lawn waste clippings. No additional compensation will be allowed the extra work that may be required due to the initial lawn grass height. All subsequent lawn mowings shall be performed using lawn mowing equipment with mulching devices.
- 4) The Contractor will also be required to bag and remove the lawn waste clippings off site if the lawn is wet and the mowing/mulching operation results in unsightly clumping of the grass clippings. No additional compensation will be made for this additional work. The Director of Senior Services will have sole authority to direct when bagging and removal of the lawn waste clippings shall be performed.
- 5) Each residential lot location will be mowed a maximum of once a week. The lawn mowing contracts will tentatively begin the week of **May 2, 2022.**
- 6) The Department of Senior Services may cancel weekly lawn mowing operations due to drought or other conditions as determined by their Department. No additional compensation will be made for the reduction of weekly lawn mowing.
- 7) Weekend lawn mowing work will only be allowed as approved and directed by the Department of Senior Services.
- 8) The Contractor will be provided with a list of address locations for each awarded Contract Area once all applications are received and tabulated.

9) Before starting work on a Contract Area, the Contractor shall submit a mowing schedule that shows the Contract Area's daily mowing schedule to the Department of Senior Services for their approval. It is the intent of this program to maintain a regular mowing schedule to limit possible inconveniences for both the senior residents and the Department of Senior Services.

10)The Contractor shall be licensed and bonded by the Town of Cicero before work is started.

11)The Contractor shall repair any property damage caused by the performance of lawn maintenance work. The Contractor shall inspect the assigned locations and document and report any existing property damage to the Director of Senior Services before work has begun. Any repair work required shall be completed to the satisfaction of the homeowner. The Director of Senior Services shall have sole authority to resolve all property damage claim disputes.

12)Lawn Mowing will be paid at a fixed unit price per each lot classification for each time a lot is mowed. All residential properties will be classified for payment as follows:

- a. Lawn Mowing – Single Lot: This classification includes all residences that are located on a single lot including corner lot locations.

Fixed Unit Price = \$9.00/Single Lot

- b. Lawn Mowing - Double Lot: This classification will include all residences that are located on two lot parcels.

Fixed Unit Price = \$16.00/Double Lot

- c. Lawn Mowing - Triple Lot: This classification will include all residences that are located on three lot parcels.

Fixed Unit Price = \$23.00/Triple Lot

The Department of Senior Services will have sole authority to determine the lot classification for payment.



**RIDER TO THE VENDOR AGREEMENT BETWEEN VENDOR FOR TOWN OF  
CICERO SENIOR SERVICES DEPARTMENT AND TOWN OF CICERO FOR  
THE TOWN OF CICERO, ILLINOIS.**

This Rider (this "Rider") is attached to and made a part of the vendor agreement between \_\_\_\_\_ (the "Vendor") and the Town of Cicero, Cook County, Illinois (the "Town"), on the \_\_\_\_ day of \_\_\_\_\_, 202\_ (the "Agreement").

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

R-1. Integration. The Agreement and this Rider shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Rider shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.

R-2. Background Checks.

Vendor hereby certifies they are the owner and proprietor of the business set forth above, which operates in the Town of Cicero and specifically for the Town's Senior Services Department. Vendor hereby certifies and acknowledges that all Vendor employees who work in the Town of Cicero, where said employees shall include but not be limited to full-time employees, part-time employees, temporary employees, and seasonal employees, will be fingerprinted so a background check can be conducted. Vendor hereby certifies and acknowledges that if Vendor hires any employees after the date of execution of this Agreement and Rider, said Vendor employees will be fingerprinted, and a background check will be conducted prior to any Vendor employee beginning work in the Town of Cicero.

Vendor further certifies they will not assign any employees to work in the Town of Cicero who have been convicted of violent crimes as set forth below:

- A. Violent crimes set forth in the Criminal Code of 2012, (720 ILCS 5/1 et. seq) including: Murder, robbery, battery, assault, aggravated battery with a firearm, aggravated discharge of a firearm, armed violence, vehicular invasion, stalking, kidnapping, or a forcible felony;
- B. Sex related crimes set forth in the Criminal Code of 2012, (720 ILCS 5/1, et seq) including: Criminal sexual assault and criminal sexual abuse;
- C. Criminal abuse or neglect of an elderly person or person with a disability (720 ILCS 5/12-4.4a(b)); and

D. And any and all other crimes against a minor or elderly person as defined by law.

Vendor hereby acknowledges that failure to comply with this Section shall be considered a material breach of the Agreement and shall constitute grounds for termination of said Agreement.

R-3. Counterparts. This Rider may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Rider and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

R-4. Entire Agreement. This Rider and the Agreement represents the entire and integrated agreement between the Town and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement and this Rider may be amended only by written instruments signed by both parties hereto.

*(Signature page to follow)*

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Representative  
Town of Cicero

By: \_\_\_\_\_ Date \_\_\_\_\_  
Representative  
Vendor

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

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH FAUST, INC. DBA ABC AUTOMOTIVE ELECTRONICS TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

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

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

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



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

WHEREAS, Faust, Inc. dba ABC Automotive Electronics (“ABC Automotive”) provided the Town with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which ABC Automotive will provide the Services to the Town; and

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

the Town, to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services described herein, the same is hereby waived.

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

**Section 4.0 Headings.**

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

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

**APPROVED** by the President on \_\_\_\_\_, 2022

---

LARRY DOMINICK  
PRESIDENT

**ATTEST:**

---

MARIA PUNZO-ARIAS  
TOWN CLERK

**EXHIBIT A**

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between the Town of Cicero, an Illinois Municipal Corporation, (hereinafter the "Town") and Faust, Inc. a domestic corporation, dba ABC Automotive Electronics ("ABC"). For convenience, the Town and ABC may be referred to together as the "Parties" and each individually as a "Party."

### WITNESSETH:

WHEREAS, the Town President (the "President") and Board of Trustee (the "Board" and, with the President, the "Corporate Authorities") have determined that the Town is in need of services for repair and/or replacement of equipment pertaining to Cicero Police vehicles; and

WHEREAS, in connection with the foregoing, the Town previously solicited a proposal from a vendor who is able to provide for repair and/or replacement for any defective or non working parts pertaining to the emergency lighting and siren system (the "Services"); and

WHEREAS, the Services include supplying either new or "like new" products to facilitate any repairs; keep materials in stock; ordering and sending defective parts out for repair to third party vendors or repair facilities; and

WHEREAS, ABC previously submitted a proposal to the Town's Superintendent of Police (the "Proposal"), a copy of which is incorporated herein by reference, setting forth the terms upon which it would provide the Services to the Town; and

WHEREAS, the Corporate Authorities have determined that ABC is an approved vendor for the Town, and as such, 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 ABC will continue to provide the Services to the Town;

NOW THEREFORE, in consideration of the foregoing, the mutual promise and covenants contained herein, and 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. Services. ABC shall provide to the Town the above referenced Services at the time and in the form as reasonably requested by the Town, which shall include at least one (1) day per week. ABC and the Town will cumulatively choose a convenient day for such

Services. ABC may elect to bring more involved repairs to one of the ABC installation centers currently located at either 1419 S. Harlem in Berwyn or 7213 Roosevelt Rd in Forest Park to facilitate repairs. ABC has the right to subcontract any repairs if needed at ABC's discretion. ABC may also elect to make repairs in addition to the service day selected if technician and product are available. Product and labor warranties will run concurrent with existing contract or 90 days from repair date (whichever is the latter date of the repair).

This Agreement does not cover any communication products including two-way radios, air cards, GPS units, computers, antennas or docking stations. ABC will not charge a fee for labor if the Town supplies the products to ABC for repair and/or installation. Additionally, ABC will replace with "of like" products at no additional labor cost supplied by the Town or one of its suppliers or agents and such service will be treated as part of the monthly maintenance fee.

3. Term. The respective duties and obligations of the Parties as set forth in this Agreement shall run for a period of one (1) year, commencing on the Effective Date (the "Term") and terminating one (1) year from the date of execution of this Agreement, unless terminated earlier by the Town. The Town may terminate this Agreement upon thirty (30) days prior written notice of its intent to terminate. In the event of the early termination of this Agreement, at the expiration of the thirty (30) day notice period, the duties and obligations by and between the Parties, except as otherwise set forth herein, shall be deemed to be null and void and have no further effect.

4. Rates. The rates shall be as those set forth below:

- a. Any line/patrol car with exterior light and police markings will have a monthly maintenance fee of \$18.50 per vehicle.
- b. Any admin/detective car that does not have police markings will have a monthly fee of \$13.50 per vehicle.

At the time of the Effective Date of this Agreement, the Town has thirty-eight (38) Marked vehicles and thirty-two (32) Unmarked vehicles in service to total seventy (70) vehicles for the Town to be serviced.

Although the number of vehicles may change monthly, ABC will invoice the Town the current total of all Marked as well as Unmarked Police vehicles per month per vehicle. Any changes to the number of vehicles either additionally or no longer in service will be the sole responsibility of the Town to notify ABC of any changes. Any vehicles added without knowledge of ABC and not currently being charged monthly will be billed at an hourly rate at \$85 per hour labor and parts will be supplied at an extra cost in line with current market wholesale prices. The Town will also be responsible to notify ABC of any vehicles that have been retired or vehicles out of service permanently. This Agreement does not cover any damaged or missing equipment and will be billed to the Town additionally per above fees. ABC will assume that all vehicles are in working order at the time of the Effective Date and any vehicle that has defective parts prior to this Agreement,



will be charged labor and parts per above fees.

5. Limitation of Authority. To the extent that ABC performs the Services through its own employees or independent contractors in accordance with this Agreement, ABC shall have full authority over such employees and contractors. Notwithstanding anything contained herein to the contrary, in no event shall ABC 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.

6. Associated Professionals. If the Town shall require specialized Services which are outside ABC's expertise, at the Town's request, ABC may recommend the hiring of, and advise the Town with respect to the selection of, appropriate associated professionals for specialized services.

7. Indemnification of Town. To the fullest extent permitted by law, ABC agrees to defend, indemnify 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, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), intellectual property claims, 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 ABC or ABC'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.

8. Insurance. ABC 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) and any other insurance policy deemed necessary by the Town, during the term of this Agreement. ABC 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 coverage specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, ABC 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.

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 the 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 thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

10. Termination by Town. The Town has the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to ABC of the Town's intent to terminate this Agreement.

11. Licensure and Certifications. At all times during the term of this Agreement, ABC 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. ABC 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 ABC's license to provide the Services in the State of Illinois and/or the Town of Cicero, ABC 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.

12. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Town and ABC. ABC is an independent contractor and not an employee of the Town or any of its subsidiaries or affiliates. The consideration set forth herein shall be the sole consideration due ABC for the services rendered hereunder. It is understood that the Town will not withhold any amounts for payment of taxes from the compensation of ABC hereunder. ABC will not represent to be or hold itself out as an employee of the Town. ABC 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. Warranty. ABC shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the Town's community and the region, and will provide a standard of care equal to, or superior to, the care used by service providers similar to ABC on similar projects.

14. 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.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the Parties and this Agreement shall control if there are any conflicting terms stated in the Proposal or any other documentation that is incorporated into this Agreement.

16. Notices. Any notice which is required or permitted under this Agreement shall be in writing and deemed given when actually delivered, if delivered by private messenger service or telecopier, or two (2) days following deposit in the United States Mail, postage prepaid by certified or registered mail, return receipt requested, addressed to the Party to which notice is directed at its address as set forth below, or to such other address as may be specified from time to time by either Party in writing:

**To Town:**

Superintendent of Police  
The Town of Cicero Police Department  
4901 W. Cermak Road  
Cicero, Illinois 60804

**With a Copy To:**

Del Galdo Law Group, LLC  
Attn: Michael T. Del Galdo, Esq.  
1441 S. Harlem Avenue  
Berwyn, Illinois 60402

**To Faust, Inc. dba ABC Automotive Electronics:**

ABC Automotive Electronics  
1401 Landmeier Road  
Elk Grove Village, IL 60007

17. Assignment. This Agreement is personal in character and neither the Town nor ABC shall assign its interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

18. Books and Records. ABC shall keep complete and detailed books and records, which accurately reflect the costs for the services provided hereunder, which have been

processed by ABC as part of a pay request application. Such books and records and all supporting data shall at all times be open for inspection by the Town. Upon request, ABC shall tender copies of said books and records within one (1) business day of the Town's request for said records.

19. Governing Law. This Agreement shall be governed 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.

20. Attorney's Fees. Should either Party employ an attorney or attorneys to enforce any of the provisions hereof or to recover damages for the breach of this Agreement, the non-prevailing Party shall pay to the prevailing Party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one Agreement.

22. Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

23. Amendment. This Agreement may only be modified or amended in writing, provided such writing is signed by both Parties to this Agreement.

24. Waiver. ABC hereby releases, waives, discharges and covenants not to sue the Town and the Town's officials (whether elected or appointed), officers, directors, trustees, agents, servants, representatives, attorneys, insurers, volunteers, employees, independent contractors, successors, predecessors and any other party in any way related to the Town (collectively, the "Released Parties") of and from any and all claims, suits and damages on account of any injury to the person or property of ABC that may arise in whole or in part from ABC's performance of the Services, save those injuries caused by the Town's own negligence or default under this Agreement, including, without limitation, personal injury or death that may arise in whole or in part due to the condition of the Town's premises, facilities or other property (collectively, the "Claims").

(THE 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.

**FAUST, INC. DBA ABC THE TOWN OF CICERO  
AUTOMOTIVE ELECTRONIC**

John Faust

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

General Manager

4-14-2002

ATTEST:

Maria Punzo-Arias  
The Town of Cicero Clerk

(SEAL)

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

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM RICCIO CONSTRUCTION CORPORATION FOR SERVICES PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

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

WHEREAS, Riccio Construction Corporation (“Riccio”) has provided the Town with a certain invoice (the “Invoice”), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby Riccio provided certain maintenance and repair services on a water main at 28<sup>th</sup> Street and Cicero Avenue in the Town (the “Services”); and

WHEREAS, the Director of the Town’s Water Department has recommended approval of payment of the Invoice for the Services, as set forth in Exhibit B, attached hereto and incorporated herein; and

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

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

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

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

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

any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Services is subject to competitive bidding requirements, the same is hereby waived.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)



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

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

**APPROVED** by the President on \_\_\_\_\_, 2022

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

**ATTEST:**

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

**EXHIBIT A**

**EXHIBIT B**

**Riccio Construction Corporation**

PO Box 672  
Palos Park, Illinois 60464

**Time & Material Work**

Date 12/30/2021 Extra Work Order No. 726T

Name / Address
Town of Cicero 4949 W. Cermak Road Cicero, Illinois 60804

Job Location	Date of work
28 St. and Cicero Ave. Water Main Leak	12/21/2021

Item No.	Description	Units	Quantity	Unit Price	Amount
	<b>Labors</b>				
	Equipment Operators 2 EA	HR	16	120.00	1,920.00
	Equipment Operator @ OT	HR	2	149.25	298.50
	Foremen	HR	8	103.25	826.00
	Foreman @ OT	HR	2	125.75	251.50
	Laborers x 2	HR	16	99.75	1,596.00
	Labor OT	HR	4	123.25	493.00
	<b>TOTAL</b>				<b>5,385.00</b>
	<b>Equipment</b>				
	Kubota KX080-4Backhoe HP 90	HR	8	50.00	400.00
	Case SV 230 Skid Steer, hp 82	HR	8	37.00	296.00
	Hyd Hammer for skid steer, S23 UNIRAM 500 ft-lb	HR	1	33.00	33.00
	International 4000 6 wheeler	HR	10	68.00	680.00
	CZ 20 ton Trailer	HR	10	25.00	250.00
	F450 Material dump truck 2020	HR	10	33.00	330.00
	Beaver Creek 9 ton	HR	10	15.00	150.00
	8x8 aluminum panel	DAY	1	80.00	80.00
	Trench box 6x6,	DAY	1	75.00	75.00
	Tsurumi 2" . EPT3 50HA Trash pump	HR	8	5.00	40.00
	<b>TOTAL</b>				<b>2,334.00</b>
	<b>MATERIAL</b>				
	6" Line Stop	LS	1	3,050.00	3,050.00
	6" MJ Cap	EA	1	119.00	119.00
	CA-7	TON	24.44	18.15	443.59
	<b>SUBTOTAL</b>				<b>3,612.59</b>
	15% Markup			15.00%	541.89
	<b>TOTAL</b>				<b>4,154.48</b>

APPROVED FOR  
PROJECT  
APR 08 2022

PROJECT MANAGER / COMMISSIONER  


**Total** \$11,873.48



Jessica Fese <fese@dlglawgroup.com>

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## Possible legislation

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**Lido Manetti** <lmanetti@thetownofcicero.com>

Tue, Apr 12, 2022 at 9:09 AM

To: Jessica Fese <fese@dlglawgroup.com>

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

Good Morning,

On December 21, 2021, a water main broke and was leaking badly.

We could not shut off the water. We needed to hire an outside contractor to do the work.

The job was an emergency. Can this be put on the next Town Agenda on April 26, 2022.

After approval, can a check be made out to Riccio Construction Corporation in the amount of \$11,873.48

Thank you,

Lido

[Quoted text hidden]