
A G E N D A

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

TUESDAY, JUNE 14, 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. **Presentation**

A) Ukraine Humanitarian Report

5. **Approval of Bills**

A) List of Bills-Warrant# 11, Manual Checks & Online Payments

B) Payroll

C) Local 705 I.B.T.

1) Premium

2) Penalty

6. **Block Party Permit**

A) 3400 Block of 61st Court

B) 4900 Block of 24th Street

7. **Permit**

A) Fight Card

B) Mary, Queen of Heaven Parish

8. **Reports**

A) Collector's Office Report & Revenue Summary

9. **Ordinances**

A) An Ordinance Authorizing And Approving An Intergovernmental Agreement Between The Town Of Cicero And The Berwyn Development Corporation Regarding Economic Development For The Town Of Cicero, County Of Cook, State Of Illinois 4

B) An Ordinance Authorizing And Approving A Memorandum Of Understanding With The Regional Transportation Authority Regarding The Urban Land Institute Developer Discussion Panel For The Town Of Cicero, County Of Cook, State Of Illinois 17

C) An Ordinance Authorizing And Approving A Collective Bargaining Agreement For Detention Officers Between The Town Of Cicero, Illinois And The Illinois Fraternal Order Of Police Labor Council For The Town Of Cicero, County Of Cook, State Of Illinois 27

D) An Ordinance Authorizing A Voluntary Separation Incentive For Eligible Employees For The Town Of Cicero, County Of Cook, State Of Illinois 77

10. **Ordinances - Land Use**

A) An Ordinance Granting A Parking Variance For The Property Commonly Known As 6122 West Cermak Road, Cicero, Illinois 102

11. **Resolutions**

A) A Resolution Authorizing And Approving A Certain Quote From Current Technologies Corporation For Equipment And Services For The Town Of Cicero, County Of Cook, State Of Illinois 108

B) A Resolution Authorizing And Approving A Certain Invoice From The Cook County Sheriff's Police Training Academy For The Town Of Cicero, County Of Cook, State Of Illinois 117

C) A Resolution Authorizing And Approving The Settlement Of Litigation In The Case Davis V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois 126

D) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With RKM Fireworks To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois 141

E) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case Jacob Ellis V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois 158

F) A Resolution Authorizing And Approving Certain Invoices From Faust, Inc. DBA ABC Automotive Electronics For Services Provided To The Town Of Cicero, County 169

Of Cook, State Of Illinois

| | |
|---|-----|
| G) Resolution For Improvement Under The Illinois Highway Code | 197 |
| H) Resolution For Improvement Under The Illinois Highway Code | 201 |
| I) A Resolution Authorizing The Town President To Enter Into A Local Public Agency Engineering Services Agreement With Frank Novotny And Associates, Inc. For The Town Of Cicero, County Of Cook, State Of Illinois | 203 |
| J) A Resolution Authorizing And Approving Certain Quotes From A Beep, LLC For Equipment And Services For The Town Of Cicero, County Of Cook, State Of Illinois | 221 |

12. **New Business**

A) Recommendation By The Board Of Fire, Police And Public Safety Commissioners Of The Town Of Cicero Regarding The Hiring Of Fourteen (14) Lateral Police Officers And Four (4) Candidates From The Police Entry Level Eligibility List.

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

14. **Adjournment**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL TRANSPORTATION AUTHORITY REGARDING THE URBAN LAND INSTITUTE DEVELOPER DISCUSSION PANEL 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 Regional Transportation Authority (the “RTA”) and the Town, (together, “Governmental Entities”) are units of local government; and

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government, such as the Governmental Entities; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”) authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise power or powers, privileges, functions, or authority with any other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and, with the President, the “Corporate Authorities”) are committed to promoting the economic vitality of the Town and reducing blight for the benefit of Town residents; and

WHEREAS, there exists a certain Memorandum of Understanding (the “MOU”) to establish a working relationship between the Town and the RTA for the Urban Land Institute Developer Discussion Panel (the “Panel”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the terms of the MOU, the Panel will provide expert advice on challenging land use issues within the RTA region, including within the Town; and

WHEREAS, the Town has determined that it is necessary, advisable, and in the best interests of the Town and its residents to enter into and approve the MOU; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Town to approve, enter into, and execute an agreement with terms substantially the same as the terms of the MOU; and

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

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

ARTICLE I. IN GENERAL

Section 1.00 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 President or his designee to enter into the MOU whereby the Town will cooperate with the RTA for the benefit of the Panel and to obtain valuable expert advice on challenging land use issues, and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Ordinance and, to the extent necessary, to ratify any other steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

Section 3.00 Authorization.

That the Town Board hereby authorizes and directs the President or his designee to negotiate, enter into and approve the MOU, or any modifications thereof, and ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Town Board further authorizes and directs the President or his designee to execute the MOU with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign the MOU and any 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 officers, agents, and/or employees of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to, and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for 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 INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

CPP 2022-04

Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to establish a working relationship between the Regional Transportation Authority (“RTA”) and the Town of Cicero (“Town”) for the RTA/Urban Land Institute (“ULI”) Developer Discussion Panel (the “Project”). Developer Discussions assemble a panel of development experts to provide objective advice and guidance on challenging land use issues in select transit-oriented development (“TOD”) areas in the RTA region. Developer Panelists review current and previous planning efforts and provide short-and-long-term recommendations that will guide communities as they work to attract TOD.

Areas of Understanding

1. RTA / Town Relationship

- Scope of work for Project will be jointly determined by RTA and the Town prior to the commencement of work.
- All work performed by RTA staff will be related to the scope of work.
- RTA will determine which RTA staff members will be assigned to work on the project (based on availability, skills, familiarity with the Town).

2. ULI Assistance

- RTA will contract with ULI to assist RTA staff with work on the Project.
- RTA will be responsible for management, administration of the contract, and all eligible costs incurred by ULI.

3. Access to Resources

- RTA staff will have full access to RTA data and other resources, including specialized staff based at RTA (for advanced mapping, data, outreach, communications, or topic-specific expertise).
- The Town will provide RTA with access to staff that will need to be involved in the project and will ensure that Town staff allocate appropriate time to the Project.
- The Town will provide RTA with access to all relevant internal data, reports, and other information necessary to complete the Project.
- The Town’s leadership (key staff, board members, other elected officials, other decision-makers) will commit to participate in the Project and allocate sufficient time at meetings (committee meetings, Board meetings, etc.) to ensure and complete a successful project.

4. Demonstration of Local Support

- The Town will be responsible for working with RTA to identify a project steering committee if the parties determine that convening a steering committee is necessary.
- The Town agrees to complete the scope of work for the Project and, if applicable, adopt the completed plan.

5. Project Management

- A full Project scope of work is attached hereto as Exhibit A.
- Changes to Project scope or timelines must be jointly agreed to by RTA and the Town; major changes in scope may result in discontinuation of project.

Term of MOU

This MOU shall be effective on the last date of execution below and shall terminate on December 31, 2022. The undersigned parties agree to the terms listed above.

Regional Transportation Authority:

Jill Leary, Senior Deputy Executive Director/Chief of Staff

Date

Town of Cicero:

Larry Dominick, Town President

Date

EXHIBIT A: Scope of Work

Approach

The Regional Transportation Authority (RTA) and Urban Land Institute Chicago (ULI) will assemble a panel of development experts for up to 10 communities to provide objective advice and guidance on challenging land use issues in select transit-oriented development (TOD) areas in the RTA region. The TOD area can be a station area or along a transit corridor. In each instance one of two approaches will be taken:

1. Developer panelists will review current and previous planning efforts, TOD plans, transit corridor plans, development concepts, etc. and will provide short-and-long-term recommendations that will guide municipalities as they plan for and work to attract TOD.

Tasks:

Task 1: Project Orientation

- The RTA, ULI and the municipality will meet to form the Project Working Group and identify goals and objectives. Working Group members will include RTA staff, ULI staff, and municipal staff and officials. One key stakeholder such as the Mayor/Village President/City Manager/Village Manager is expected to participate.

Task 2: Subject Site(s) Summary

- A one-or-two-page summary will be developed by the RTA in coordination with the municipality representative and will contain the following basic information on subject site(s):
 - ◆ Summary of TOD plan or transit corridor plan, including recommended concept plans for subject site(s)
 - ◆ Land area information
 - ◆ Current conditions including use, zoning and ownership,
 - ◆ Any other related site information

Task 3: ULI Coordination

- The RTA's subject site summary along with supporting documentation will be provided via email to ULI staff who will identify, invite and prep 3-4 ULI members based on specific community needs to participate in a discussion with the community and RTA.

Task 4: Meeting/Discussion

- RTA staff will schedule a half-day meeting and working session for the Working Group and ULI panel to discuss and tour the TOD area / site(s), the recommended development concept(s) per TOD plan, and feasibility, etc. ULI will participate in planning activities related to this meeting and working session.

Task 5: Summary Memo

- RTA will draft a memo summarizing the outcome of discussions, recommendations and identified next steps. ULI will review and provide comments/feedback prior to the summary memo being delivered to the municipality.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT FOR DETENTION OFFICERS BETWEEN THE TOWN OF CICERO, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 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, Detention Officers play an integral role in protecting the safety and welfare of Town residents and the efficient operation of the Cicero Police Department; and

WHEREAS, the Illinois Fraternal Order of Police Labor Council (“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 Detention Officers; and

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

WHEREAS, the Union previously approved and executed the Agreement and has requested that the Town Board adopt and approve this 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 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 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 Agreement are hereby approved in substantially the same form as set forth in Exhibit A, 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 and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town 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 Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to, and effectuate the purpose of this Ordinance and 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:

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

Collective Bargaining Agreement

Between the

Illinois FOP Labor Council

Representing Detention Officers

And

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The Town of Cicero

Effective:

January 1, 2019 - December 31, 2024

PREAMBLE

This agreement ("Agreement") covering compensation, hours, fringe benefits, and working conditions is entered into by and between the Board of Trustees of the Town of Cicero ("Town" or "Employer" or "Management") and the Illinois FOP Labor Council, hereinafter referred to as the "Union", as the exclusive collective bargaining agent to the bargaining unit as defined in Article I, Recognition. Collectively, the Town and Union may for convenience, be hereinafter referred to as the "Parties" and each individually as a "Party".

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the parties so that the public, the Town, and the employees may benefit.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE, the parties agree as follows:

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ARTICLE I RECOGNITION

SECTION 1.1 RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining unit for all persons employed by the Town of Cicero in the following titles: Detention Officer (Lock Up Keeper), and excluding all other employees.

SECTION 1.2 NDW/REVISED CLASSIFICATIONS

When the Town seeks to revise the position duties of Bargaining Unit Members it shall notify the Union and, upon request, meet to discuss the revisions, but in any event the Town shall provide the Union and affected Bargaining Unit Members with a copy of the new position duties.

SECTION 1.3 ABOLISHMENT OF JOB CLASSIFICATION

If the Town intends to abolish a job classification within the Bargaining Unit, the Town shall advise the Union of its reasons and how, if at all, the work presently being performed by members of the unit will be performed in the future. Abolishment shall be defined as the layoff of all present members of the classification in a department or job title, or the creation of a new department or agency within the Town.

ARTICLE II MANAGEMENT RIGHTS

SECTION 2.1 - TOWN POWERS

The Board of Trustees of the Town of Cicero and its designees, remains and reserves the ultimate responsibility for proper and ongoing management of the Town according to the applicable laws, statutes and ordinances of the Town of Cicero, Cook County, the State of Illinois, and the United States, conferred upon and vested in it by the Statutes and the Constitutions of the State of Illinois and the United States, including, but not limited to the responsibilities for and the right: .

- A To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, promote, assign, transfer all such employees and demotion for just cause and layoff consistent with the provisions of this negotiated Collective Bargaining Agreement.
- B. To direct and control the work of its employees, establish reasonable work rules and regulations, determine the time and hours of operation, when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services. If the Town decides to contract out the services covered by this Agreement, the Town shall provide the Union written notice of its intent to outsource prior to outsourcing and otherwise adhere to the CBA and applicable Federal and State Laws regarding outsourcing.
- C. To establish, combine or abolish job classifications and job content of any classification consistent with this Agreement.
- D. To establish policies, goals, and objectives based upon the Town's mission; to ensure the rights and opportunities of the Town, to determine staffing patterns and to determine the number and kinds of personnel required in order maintain the efficiency of the operations.
- E. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, and take action on any matter in the event of an emergency.
- F. To delegate authority through recognized Administrative channels, recognizing that the Town normally exercises most of its powers, rights, authorities, duties and responsibilities through the Town President and or his designee of the Administrative Staff.
- G. To negotiate agreement by the parties that all customary and usual rights, powers, functions, authority and responsibilities possessed by Management are vested in the Town and they shall continue to exclusively exercise such rights, powers, functions,

authority and responsibilities during the period of this Agreement, and thus to take whatever actions may be necessary or appropriate to carry out the mission of the Town in the sole discretion of the Town. Such action by the Town shall not be conducted in an arbitrary or capricious manner (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining will be subject to Article 10 Grievance Procedure and Arbitration).

Nothing herein shall be construed to deny or restrict the Town in the exercise of its rights, responsibilities and authorities according to applicable laws, statutes and ordinances of the Town of Cicero, Cook County, the State of Illinois and the United States.

SECTION 2.2 -TOWN RESPONSIBILITIES

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Town, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Illinois and the Constitution and Laws of the United States.

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No action, statement, agreement, settlement, or representation made by either party shall impose any obligation or duty or be considered to be authorized by or binding upon the Town unless and until the parties have mutually agreed thereto in writing. Nothing, contained herein shall limit the parties' rights to settle grievances in accordance with Article X "Grievance Procedure."

Nothing contained herein shall be construed to deny or restrict the Town of its rights, responsibilities, and other authority under any applicable law.

ARTICLE III UNION SECURITY

SECTION 3.1 VOLUNTARY DUES CHECK OFF/FAIR SHARE

The Town, upon receipt of a valid executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction may be revoked at any time. The Union shall indemnify, defend and hold the Town harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with all paragraphs of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Town.

In addition, without waiving any other statutory right to which they may be entitled, the parties agree that the Town shall provide to the Union within ten (10) days of hire, the name, address, email address, classification, rate of pay, and starting date of any new employee hired into the Union's bargaining unit. The Town shall allow a representative of the Union to meet with new employees within thirty (30) days of hire for up to one (1) hour during the employee's regularly scheduled worktime with no lost of pay. The Town shall provide a private meeting space and permit the Union to schedule such meetings at a mutually agreeable time during the new employee's regularly scheduled workday that will not dismiss operations.

3.2 INDEMNIFICATION

The Union shall indemnify, defend and hold the Town harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reasons of action taken or by the Town in complying the provisions of this Article. If an improper deduction is made, the Town shall refund directly to the employee any such amount. A check-off authorization is revocable

SECTION 3.4 DISTRIBUTION OF UNION MATERIAL

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The Union may distribute Union literature on Town property. The material so distributed shall not be of an inflammatory, derogatory, or in any way cast a bad light against the Town.

SECTION 3.5 - UNION REPRESENTATIVES

Authorized representatives of the Union shall be permitted entry to the premises of the Town at any reasonable time for purpose of handling grievances, observing conditions under which employees are working and to administer this Agreement consistent with current practices. Due to the nature of the duties performed by Bargaining Unit Members, the Superintendent of Police or his designee, may deny a Representative's request for entry if he/she reasonably believes that such entry could compromise the safety of the representative, employee(s) and or the public. The Union will not abuse this right. The Union shall be responsible for keeping the Town continuously informed, in writing, of the names of the Union's authorized representatives. The Union agrees that, in the exercise of such access, it will not interfere with the normal duties of the employees.

SECTION 3.6 - DELEGATES

Any employee(s) chosen as Delegates to attend a Illinois FOP Labor Council seminar or meeting shall be allowed use of available time off options, if any, to attend any such seminars or meetings.

SECTION 3.7 INSPECTION OF PERSONNEL RECORDS

Bargaining Unit Members, shall be permitted to inspect their Personnel File and Discipline History pursuant to the Illinois Personnel Record Review Act (820 ILCS 40/1 et seq) as it may be amended time to time and any other rules or regulations adopted or implemented by the town regarding the same.

SECTION 3.8 - ACTIVITY DURING WORKING HOURS

Bargaining Unit Members who are Union Stewards shall at the Town's discretion and only after giving appropriate notice to the Town, be allowed to attend meetings between the Union and the Town (or its designee) as long as the employee's time off does not result in any employee being assigned to work overtime (i.e. time-and-one-half-pay). The Superintendent of Police may, in his/her sole discretion, make an exception and allow the time off even though it creates overtime. Only one (1) Steward shall be allowed time off at a time. In a grievance hearing the grievant shall have the right to be present during the entire proceeding at no loss of pay, along with Union staff and an attorney.

SECTION 3.9 UNION ORIENTATION

A Union representative shall be provided fifteen (15) minutes access during the employee's regular working hours for each Bargaining Unit member hired by the Town. Such access shall be granted during the first week of hire.

ARTICLE IV NON-INTERRUPTION OF WORK

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4.1 INTERRUPTION PROHIBITED

Neither the Union nor any employee of the Bargaining Unit shall engage in or in any way instigate, promote, sponsor, encourage, sanction or condone any strike, slowdown, picketing, boycott or concerted slowdown or stoppage of work or any other intentional interruption which affects the amount or quality of work or the operations of the Town.

SECTION 4.2 NO PICKETING NO STRIKES & NO LOCKOUT

Neither the Union nor any employee covered by this Agreement shall, relative to employment related matters, picket the Town or the homes of the Trustees of the Town, or any elected official or employee, nor shall they in any other way prevent free access to Town's facilities. "Information Only" or "Informational Pickets" or literature may be distributed as long as the Union and/or employee(s) are "off duty (lunch or breaks or not scheduled to work that day)" from the Town and the employee(s) are on their own time. The Town agrees not to Lock Out employees covered by this agreement. The Union shall not recommend, authorize, or engage in any Strike against the Town, nor shall the Town initiate, implement or otherwise engage in any Lockout against the Union or its members. Nothing contained herein shall preclude the Town from obtaining judicial restraint and damages in the event of a violation of this Section.

The Union recognizes the duty and the obligation of its representative to comply with the provisions of this Agreement and to make every reasonable effort to induce Bargaining Unit Members to do so. In the event any Bargaining Unit Employee(s) engages in any of the activities herein prohibited, the Union agrees in good faith, to take all necessary steps to induce those employees to cease such action including, but not limited to disavowing the action and requesting that employees return to work. The Union shall use its best efforts to achieve a prompt resumption of normal operations.

Any employee who violations the provisions of Section shall be subject to discipline, including immediate discharge. Only the issue of whether the employee engaged in such prohibited activity shall be subject to the provisions of the Grievance Procedure set forth in this Agreement. The Town and Union retain all rights set forth in Section 17 of the Illinois Labor Relations Act.

SECTION 4.4 UNION VIOLATION OF NO STRIKE AGREEMENT

The Union shall be considered to be in violation of this article IV, if it has called, sanctioned, instigated, sponsored, encouraged, condoned, promoted, supported, participated in, approved or in some way ratified such action. The Union will also be deemed to have violated this Article if it failed to attempt to bring such work stoppage and action by its covered members to an end after having been requested by the Town to do so. The Union shall be responsible for any cost associated with this violation.

ARTICLE V DISCRIMINATION / HARASSMENT

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SECTION 5.1 - NON-DISCRIMINATION

The Town will continue to provide equal employment opportunity for all employees as required by all applicable laws. Neither the Town nor the Union shall discriminate against any employee on the basis of sex, sexual orientation, race, color, national origin, ancestry, citizenship status, marital status, military status, parental status, age, religion, physical or mental disability (actual or perceived and unrelated to ability to perform the job), or Union activity, in violation of applicable laws.

The Town will continue its commitment to maintain a work environment free from prohibited forms of harassment. The Union and/or bargaining unit employees who observe or suspect discrimination should immediately report it to the Town or Union Representative, in writing for investigation prior to anyone else, pursuant to any Town Personnel Procedures with respect to allegations of discrimination and reports of the same.

Any employee covered by this Agreement who refuses to cooperate, or interferes, with a Town investigation of allegations of discrimination may be subject to discharge up to and including termination.

The Town and the Union also agree not to interfere with the right of employees covered by this Agreement to become, or to refrain from becoming, a Member of the Union.

The Town and the Union agree that there shall be no discrimination by either party against any employee of the Town arising from membership or non-membership in the Union. .

All employees covered under this Agreement shall abide by any and all Town policies and/or procedures concerning discrimination allegations and investigations thereof. If an employee

experiences or witnesses any conduct he/she believes is inconsistent with the Town's antiharassment policies, the employee shall immediately report the conduct pursuant to the Town's policies.

SECTION 5.2 SEXUAL HARASSMENT

- A. The Town is committed to maintaining a work environment that encourages and fosters appropriate conduct among employees and members and respect for individual values and sensibilities. Accordingly, the Town intends to enforce its Sexual Harassment Policy at all levels within the work place in order to create an environment free from discrimination of any kind including sexual harassment.
- B. Sexual Harassment affects the victim and other employees as well. Sexually orientated acts of sex based conduct have no legitimate business purpose
- C. Sexual harassment consists of unwelcomed sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical acts of a sexual or sex based nature where:
 - (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - (b) An employment decision affecting an employee is based on the individual's acceptance or rejection of such conduct; or
 - (c) Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- D. Prohibited acts of sexual harassment can take a variety of forms from subtle pressure for sexual activity or contact to physical contact.. At times the offender may be unaware that his/ her conduct is offensive or harassing to others. Examples of conduct which could be considered sexual harassment include:
 - a. Unwelcome or unwanted advances or physical contact, including sexual advances. This includes a wide range of behaviors, such as touching, pinching, patting, hugging, kissing, cornering, fondling, and brushing up against;
 - b. Unwelcome requests or demands for dates or sexual favors, whether or not accompanied by implied or stated promises of preferential treatment or negative consequences concerning employment opportunities or status.

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All employees covered under this Agreement shall, abide by any and all Town policies and/or procedures concerning sexual harassment allegations and investigations thereof. If any employee experiences or witnesses any conduct he/she believes is inconsistent with the Town's antiharassment policies, shall report the conduct pursuant to the Town's policies.

SECTION 5.3 PROHIBITION OF DUPLICATIVE CLAIMS

An employee who files a charge before any human rights commission or similar agency, e.g. the EEOC, the IHRC, or the Cook County Commission on Human Rights, cannot adjudicate the same or substantially similar claim through grievance arbitration.

ARTICLE VI

Management-Labor Meetings

SECTION 6.1 Management Labor Meetings

The Town and the Union Mutually agree that in the interest of efficient management and harmonious employee relations. It is desirable that meetings be held between Union Representatives and Authorized Representatives of the Town. Such meetings may be requested at least seven (7) calendar days in advance, or less if necessary, by either party by placing in writing a request to the other for a " Management —Labor Meeting" and expressly providing the agenda for such a meeting, Such meeting =s and locations shall be limited to:

- A. Discussion on-the implementation and general administration of this Agreement.
- B. A sharing of general information.
- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Town, which may affect the Bargaining Unit.

SECTION 6.2 ATTENDANCE AT MANAGEMENT-LABOR MEETINGS

Attendance at Management-Labor Meetings shall be mandatory for both the Town and the Union. Attendance at such a meeting shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon reasonable notice to and prior approval of the employees' Supervisor, and only if it does not create the need for any employee to work overtime (i.e. time and one half pay). The Superintendent of Police may, in his/her sole discretion, make an exception and allow the time off even though it creates overtime. Supervisors shall approve attendance subject to emergency and manpower needs of the Department. Employees attending a Management-Labor Meeting while on duty shall suffer no loss in pay during approved attendance, Employees attending a Management-Labor Meeting while off duty shall not be paid for his/her time at the meeting. Employees attending such meetings shall be limited to two (2).

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SECTION 6.3 MEETINGS EXCLUSIVE OF GRIEVANCE PROCESS

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance Procedure shall not be considered at "Management-Labor Meeting, " nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, mutually agreed upon in writing by both sides.

ARTICLE VII EMPLOYEE RIGHTS

SECTION 7.1 JUST CAUSE STANDARD

No non probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

SECTION 7.2 USE OF FILE MATERIAL

Disciplinary Investigation Files will not be used one (1) year after the date of the incident or the date upon which 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 prior to the expiration of the one (1) year period; or (2) Used to show that discipline is progressive in nature or to show that disciplinary action is instituted consistently for the same or similar misconduct engaged in by another employee(s).

SECTION 7.3 TRADITIONAL WORK

Any work which has been traditionally performed by the Bargaining Unit, shall continue to be performed by said employees, except; where non-union employees have in the past performed Bargaining Unit Work; in emergencies; to train or instruct employees; to do layout demonstrations; experimental or testing duties; to do troubleshooting; or where special knowledge is required, provided however, where employees do not report to work because of vacation, or other absences or tardiness or for personal reasons, during the course of the day, or because all of the employees are or will be occupied with assigned duties or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. The Town shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

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SECTION 7.4 UNION REPRESENTATION

At any meeting between the Town and an employee in which the employee may be disciplined, including disciplinary investigations, where discipline is to be discussed, or when an employee reasonably believes he may be disciplined a Union representative shall be present, if requested by the employee.

SECTION 7.5 PERSONAL ASSETS

No employee shall be required or requested to disclose any item of his/her property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is necessary in an internal investigation with regards to the employee's assets and/or allegation of theft or bribery, or otherwise permitted or required by law.

SECTION 7.6 NOTIFICATION OF COMPLAINT

All employees who have been identified as the subject of an Office of Professional Standards (O.P.S.) will be notified in writing within ten (10) days, except if the matter involves an investigation where surveillance or confidentiality is necessary to complete the investigation, pursuant to any Town policies and procedures for investigating employee complaints and misconduct,, including but not limited to, any policies and procedures adopted or used by the Town and any policies or procedures contained in the Towns Personnel Manual. This Section shall not apply to any order of a federal or state court, grand jury, or prosecutor, or where the matter involved is under criminal investigation and the Town is directed not to reveal the complaint or investigation.

SECTION 7.7 RELEASE OF INFORMATION

No photograph or personal information of a current Bargaining Unit Member will be disclosed by the employer to the media or general public at any time during the term of this Agreement, unless the employee approves of such disclosure in writing in advance of its release or unless involved in a criminal investigation, or in response to a subpoena or otherwise required by law or court order. Such approved disclosures will include the address of the employer and the telephone number of the employer and in no event shall include the employee's home address or home telephone number.

SECTION 7.8 BULLETIN BOARDS

The Union shall have the right of access to a bulletin board at locations designated by the Town to post notices concerning Union business where they can be clearly seen and read by affected employees. The Union shall not post anything defamatory against the Town.

SECTION 7.9 UNION MEETINGS

The Union shall be allowed space designated by the Town, on the Town's premises for monthly union meetings at a convenient work location for Bargaining Unit Members, provided that such a meeting shall not interfere with service to the public or the performance of any duties and shall be subject to reasonable rules of the Town for use of its facilities.

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SECTION 7.10 GRIEVANCE PROCESSING

Reasonable time while on duty shall be permitted to designated Union representatives including stewards, if selected, for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time during the employee's regular working hours shall be without loss of pay, provided it does not create overtime for any employee, and provided the Union representative or Steward is named on the list of such provided to the Town by the Union pursuant to Section of this Agreement. Stewards shall not unreasonably interrupt the work of the employees. Stewards shall notify their immediate supervisor in advance of their intention to handle or process a grievance. Supervisors may not unreasonably withhold permission to the Steward to engage in such activities.

SECTION 7.12 NEGOTIATING TEAM

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay.

SECTION 7.13 TIMES OFF FOR UNION ACTIVITIES

At the Union's request, Stewards and/or Union Representatives shall be allowed time off without pay for legitimate Union business, such as union meetings, committee meetings, training sessions or conferences. Such time off must be pre-approved. Nothing shall prevent an employee from using any accumulated time to cover such absences. The absences shall not

create overtime. The Union expressly acknowledges that during such time off, the employee shall not be considered to be performing or engaging in his/her official work duties on behalf of the Town. A reasonable number of elected delegates, up to two (2) will be permitted to attend a State or National Convention once every three (3) years, without loss of pay for the time spent en-route to and from and attending the conventions, up to two (2) days for State Conventions and up to five (5) Days for National Conventions. The Union shall reimburse the Town for all authorized leaves for Union activities. Such time off shall not be detrimental in any way to the employee's record.

If a Bargaining Unit Member is elected or appointed to a Union official position, he/she shall remain on the active payroll status, continue to accrue seniority, but will not be paid their hourly wage rate or receive any benefit defined by the Collective Bargaining Unit.

ARTICLE VIII DRUG AND ALCOHOL POLICY

SECTION 8.1 DRUG AND ALCOHOL TESTING POLICY

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Bargaining Employees shall be covered by the Town's Drug and Alcohol Testing Policy as set forth in Appendix A, as it may be amended from time to time. Any employee discipline that results from the implementation of the Town's Drug and Alcohol Testing Policy is subject to Article IX (Discipline) and may be grieved in accordance with the provisions of Article X (Grievance Procedures).

SECTION 8.2 DRUG TESTING UPON EFFECTIVE DATE OF THIS AGREEMENT

All members of the Bargaining Unit who are employed by the Town as of the effective date of this Agreement by the parties must submit to drug testing within thirty (30) days of the effective date of this Agreement*

ARTICLE IX DISCIPLINE

SECTION 9.1 DISCIPLINE AND DISCHARGE

Except as provided herein, no non-probationary Bargaining Unit Members covered by the terms of this Agreement shall be suspended without pay, relieved from duty without pay, or disciplined in any manner without just cause.

SECTION 9.2 SEVERE INFRACTIONS

The Town shall adhere to the principals of progressive discipline, wherever possible, except for severe infractions which may lead to immediate discharge or suspension on the first offense without resorting to progressive discipline; including but not limited to, the following:

- A. Theft or misuse of Town property or property of other employees or members;
- B. Falsification of Town documentation;
- C. Failure to return to work at the conclusion of a leave of absences, including Family Medical Leave Act leave;
- D. Unauthorized absence from work for a period exceeding three (3) consecutive days;
- E. Fighting on the job, physical violence, or the threat of physical violence;
- F. Being under the influence of illegal substance on the job;
- G. Insubordination or refusal to perform assigned work;
- H. Disclosure of confidential Town information to parties who are not authorized to receive such information with the exception of the State and Federal Whistle Blowers Act;
- I. Breach of the duty of loyalty to the Town;
- J. Interfering, or refusing to cooperate, with a Town internal investigation of employee misconduct;
- K. Repeatedly filing false or unsubstantiated internal complaints or allegations of misconduct against other Town employees;
- L. Unauthorized use of Town property, equipment, and/or resources for personal purposes;
- M. Excessive absenteeism or tardiness;
- N. Unexcused periods of absenteeism during working hours;
- O. Creating unsafe working conditions;
- P. Fraud in securing employment;
- Q. Falsifying time sheets or work records;
- R. Assault on a fellow employee or patron; Violation of any regulations, rules, or procedures which relate to the conduct of employees of the Town;
- S. Violations of the Towns anti-discrimination and/or sexual harassment policies;
- T. Violations of the Towns Drug and Alcohol Testing Policy;
- U. Violation of the Towns ordinance, or County or State or Federal law or Department policy or rules and regulations, so long as such rules and regulations, so long such rules and regulations have been previously reduced to writing and distributed to, posted or otherwise made available to all Bargaining Unit Members covered by this Agreement.

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SECTION 9.3 PROGRESSIVE DISCIPLINE

Discipline will be handled on a case by case basis, depending on the severity of the offense and may range from a written warning to termination. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstances one or more steps in the process may be skipped. Discipline commensurate with the offense, up to and including immediate termination, shall be imposed for more serious offense(s). Discipline may include but not be exclusive of the following progressive steps:

- A. Oral warning with documentation of such filed in the employee's file;

- B. Written reprimand with copy of such maintained in the employee's personnel file and which must be acknowledged as received by the employee by signature;
- C. Suspension without pay with documentation of such maintained in the employee's personnel file with a copy sent to the Union office and which must be acknowledged as received by the employee by signature.
- D. Discharge with documentation of such maintained in the employee's personnel file with a copy sent to the Union office which must be acknowledged as received by the employee by signature.

The Town has the right to skip the progressive disciplinary steps when the severity of the infractions warrant the same.

Bargaining Unit Members shall have the right to have a Union representative present, if requested by the employee, at all meetings held with them in order to investigate or administer disciplinary action.

The appeal of disciplinary disputes shall be processed through the provisions found in Section X. Oral and Written reprimands shall be considered final and cannot be appealed or grieved.

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SECTION 9.4 NOTICE OF DISCIPLINE

Except in the case of an oral warning, the Town shall provide the Employee with a notice of the discipline imposed and the reasons therefore. The employee must sign for receipt of the notice, such signing shall not constitute an admission that the employee engaged in the misconduct alleged or that the employee agrees with the imposition of discipline or the extent or nature of the discipline.

SECTION 9.5 PRE-DISCIPLINARY MEETING

Prior to imposing discipline, the Town shall meet with the employee and advise the employee, in writing, of the nature of the discipline to be imposed. At that meeting, the Employee may present a rebuttal to the proposed discipline and may request the presence of a Union representative to advise the Employee.

SECTION 9.6 - SUSPENSION PENDING INVESTIGATION

The Town may suspend an employee, with pay, pending an investigation and decision as to whether to impose discipline or to discharge the employee. A suspension pending investigation shall not be considered to be a disciplinary action.

SECTION 9.7 RULES REGULATIONS POLICIES AND PROCEDURES

The Town shall provide all Bargaining Unit Members with a copy of/or access to all Town rules, regulations, and procedures that pertain to Bargaining Unit work, as well as the Town's Personnel Manual. Bargaining Unit Members will sign an acknowledgement sheet indicating that he/she has received the materials. If subsequent updating of these materials becomes necessary, Bargaining Unit Members will be provided a copy of the updated materials. In the event that any Town's rule, regulation, policy, or procedure directly conflicts with the Articles

or Sections of this Agreement, this Agreement shall take precedence over the existing Town rules, regulations, policies, and procedures to the extent not inconsistent.

ARTICLE X

GRIEVANCE PROCEDURE

SECTION 10.1 OBJECTIVE

It is the objective of the Town and the Union to encourage the prompt resolution of grievances of both the Town and the Union's Bargaining Unit Members covered by this Agreement as they arise, and to provide recourse to orderly procedures for satisfactory adjustment of grievances.

SECTION 10.2 GRIEVANCE DEFINED

A grievance shall mean a written complaint by an employee, a group of employees, or the Union, that there has been a violation of the specific and express terms of this Agreement. Nothing herein shall prohibit the Town from filing a grievance against the Union regarding any claim that there has been a violation of a specific portion of this Agreement by the Union or its designees.

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SECTION 10.3 PRE-GRIEVANCE CONSULTATION

The Town and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussion, the employee would prefer that a representative of the Town and a representative of the Union hold such consultations and discussions on an informal basis.

In such cases, the employee may contact either the affected Union Steward or the Union Representative to set forth the problem area. Thereupon the Union Representative shall contact the Town.

If both parties agree to conduct a pre-grievance consultation, it shall be held within five (5) working days after the Union representative contacts the Town to request the same, or at a later time if agreed to by the parties. The content of these discussions shall not be used in the processing of grievances. If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step 1 set forth below shall commence.

The time limit for filing a grievance provided for in Section 10.4 and 10.10 hereof shall be tolled until the pre-grievance consultation is held and shall commence on the first working day thereafter. A pre-grievance consultation must be requested within ten (10) working days after the, grievant had knowledge, or should have had knowledge of the alleged violation giving rise to the grievance.

SECTION 10.4 PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf Employee or on behalf of a group of Employees or itself setting forth name(s) or group(s) of the Employee(s). The Grievant or one Grievant representing a group of Grievants shall be present at every step of the grievance procedure and the Employee is entitled to Union representation at each and every step of the grievance procedure if requested. The resolution of a grievance filed on behalf of a group of Employee's shall be made applicable only to those Grievants with whom settlement/resolution is reached.

SECTION 10.5 GRIEVANCE STEPS

STEP ONE

The employees covered by this Agreement or the Union, in the case of any Union grievance, shall submit to his/her supervisor the grievance in writing within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligent, could have obtained knowledge of the first occurrence of the event giving rise to the event giving rise to the grievance. Probationary employees, if any, are excluded from this Article and no grievances may be filed by or on behalf of such employee.

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The grievance shall be signed and dated by the grievant and shall set forth a statement of relevant facts, the provision(s) of the Agreement allegedly violated, and the relief requested on a form provided by the Union and approved by the Town, as attached hereto as "Appendix B". An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

The supervisor, or his designee, shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days or receipt of the grievance.

STEP TWO

If the grievance remains unresolved as between the parties after the response in Step One is received by the grievant, and if the grievant desired to appeal the grievance, the grievant shall within five (5) working days of receipt of the written response, present the grievance in writing to the Superintendent (or designee) giving specific reasons for rejecting the response in Step One. The Superintendent (or designee) may in his discretion, schedule a conference within five (5) working days of receipt of the appeal to discuss the grievance.

STEP THREE

If the grievance remains unresolved between the parties after Step Two and if the grievant desires to appeal the grievance, the grievant shall within five (5) working days of the receipt of the response in Step Two, present the grievance in writing to the Town President (or designee) giving specific reasons for the Union's rejection of the Superintendents answer at Step Two above. The Town President (or designee) shall respond to the grievance appeal in writing with in five (5) working days of receipt of the appeal,

STEP FOUR

If the grievance is not settled in Step Three, the matter may be referred by the Union only for arbitration by written request made by the Union five (5) working days of the Town's response in Step Three. Arbitration shall proceed in the following manner.

SECTION 10.6 SELECTION OF THE ARBITRATOR

The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after the receipt of the notice of referral. In the event that the parties are unable to agree upon the arbitrator, the parties shall jointly request the American Arbitration Association or Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternately strike a name from the list until there is only one name. The decision as to which party strikes the first name shall be resolved by a coin toss. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Town and Union representative.

10.7 AUTHORITY OF THE ARBITRATOR

Neither the Town nor the grievant shall be permitted to assert any grounds before the arbitrator which were not previously disclosed in writing to the other party. The Arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add, delete, subtract from, or change the provisions of this Agreement, applicable work rules or any applicable Town Policy. The parties shall have the right to request the arbitrator to issue subpoenas compelling the attendance of witnesses and the production of documents. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make decisions or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities, of the Town which are under law, applicable in court decisions, or pursuant to this Agreement, granted to the Town,

The Arbitrator shall submit a decision and award in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may agree to waive this requirement. The Arbitrator's decision will be based solely on the interpretation of the meaning or application of the specific terms of this Agreement, Town Policy, or Applicable Work Rules involved with facts of the Grievance presented.

Any decision and award of the arbitrator rendered within the limitations of this Section shall be final and binding on the Union, the Town, the grievant(s), and all employees covered by this Agreement. The arbitrator's decision is subject to review only in accordance with the terms of the Illinois State Labor Relations Act.

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SECTION 10.8 IMPLEMENTATION OF THE DECISION

The Town will have sixty (60) days from the date of the Arbitrator's decision to implement the decision, unless the parties agree otherwise in writing.

SECTION 10.9 EXPENSE OF THE ARBITRATION

The fees and expenses of the Arbitrator shall be split equally between the parties, including the cost of the transcripts ordered by the arbitrator. Each party shall be responsible for compensating its own representatives, witnesses, and attorneys.

In the event that the Arbitrator does not request a transcript and a party to the grievance desires and requests a transcript of the proceedings, that party shall bear the full cost of such transcript.

If both parties request a transcript, the cost will be equally divided. All other expenses shall be borne solely by the party incurring them.

SECTION 10.10 SETTLEMENTS AND TIME LIMITS

Any grievance not filed within the time limits specified in this Article, will be considered waived. If the Town fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The parties may, in any individual case (except discharge cases) extend these time limits by mutual written agreement in writing.

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10.11 TIME IS OF THE ESSENCE

The parties agree that the objective of time limits as provided herein is to effectuate a final conclusion of the subject matter of the Grievance. In regard thereto, the parties specifically declare and agree that time is of essence in the performance of all obligations pursuant to this Article and the Sections contained herein.

The parties however, understand and agree that the time limits may be extended through the execution of a mutually agreed upon written agreement.

SECTION 10.12 MISCELLANEOUS PROVISION

All disputes arising under this Agreement shall be resolved by mutual agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, whenever applicable, employees shall utilize any other channels, including the Town's personnel or employment policies and procedures where applicable, for the amelioration of complaints of disagreements not specifically covered by any provisions of this Agreement.

- A. Nothing contained in this Article shall prevent the Town and the Union from settling an alleged grievance to their mutual satisfaction prior to the issuance of the Arbitrators decision.
- B. Conference, meetings and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
- C. The appeals and answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.

- D. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the Town and the Union.
- E. No employee entitled to be present shall suffer a loss of pay because of participation in the grievance procedure if such meeting/ hearing is during the employee' s regularly scheduled shift. If the employee attends such meeting/hearing while the employee is off duty, the employee is not entitled to pay.
- F. Any grievance settled shall be a precedent, unless agreed otherwise.
- G. When the Union files a grievance involving an individual union member or a group of union members, such grievance shall be signed by an authorized representative of the Union.
- H. All individuals who file a grievance shall sign such grievance.
- I. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to the Town, the Union, or any employee, their rights under applicable law or resolution, rules or regulations having the force and effect of law.
- J. The Union and the Town agree that, in order to further their natural goal of resolving grievances at the lowest practical level of the grievance procedure, sharing relevant information is required.

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SECTION 10.13 SUSPENSIONS OF OVER THIRTY (30) DAYS AND DISCHARGES

In the event the Union intends to seek arbitration of any suspension of thirty (30) days or more or any discharge, the Union shall notify the town in writing within fifteen (15) working days that the Union requests final and binding arbitration of the recommended suspension or discharge. The Union shall submit its written request for binding arbitration to the Superintendent or the Town President.

The arbitrator shall conduct a hearing within sixty (60) days of being notified by the parties of his/her selection, and the arbitrator shall submit his/her decision within thirty (30) days following the close of hearing or the submission of briefs by the parties, whichever is later parties mutually agree otherwise.

SECTION 11.1 - INDEMNIFICATION

The Town shall be responsible for holding employees harmless from and payment for damages which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement arising out of or related to the performance of their duties as an agent of the Town, subject to the conditions set forth in Section 11.3 of this Article, pursuant to Illinois Compiled Statutes (ILCS 5/1-4-5).

SECTION 11.2 - LEGAL REPRESENTATION

In an action in which an employee is being sued for action or inaction related to his/her employment at the town, the Town shall have the right to intervene in the suit against the employee, shall be permitted to appear and defend and otherwise control the litigation.

Employees shall have Legal Representation provided by the Town in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

SECTION 11.3 - EMPLOYEES TO COOPERATE

Any employee who is made a party defendant to any action in which the employee is being sued for action or inaction related to his/her employment at the Town shall, within ten (10) days of service of process upon him/her notify the Town of the institution of such action. Such notice shall be in writing. The notice shall include a copy of the process served,

Employees must notify the Town immediately upon receipt of any subpoena they are served to appear in any matter related to the performance of their duties for the town or in matters to which the Town is a party, and provide a copy to the Superintendent of Police.

Employees shall be required to cooperate with the Town during the course of the investigation administration and/or litigation of any claim arising under this Article XI.

The Town shall provide the protections set forth in Sections 11.1 and 1 12, so Long as the employee was acting within the scope of his/her employment and where the employee cooperates, as defined in Section 11.3, with the Town in defense of the action, or actions, claim or claims.

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SECTION 11.4 TOWN RESPONSIBILITY

In case any injury to the person or property of another is caused by the performance of his/her duties, the Town shall indemnify the employee for any judgment recovered against him/her as a result of such injury or damage, except for the injury or damage which results from willful or intentional misconduct by the employee, pursuant to the Illinois Municipal Code (6510CS 5/1-46).

Any employee who, at the time of performing such action who was made a party defendant to any action shall, within ten (10) calendar days of service of process upon him, notify the Town of such action. The notice shall include the a copy of the process served. The Town shall have the right to intervene in the suit, and shall be permitted to appear and defend, and otherwise control the litigation. The duty of the Town to indemnify any such employee for any judgment recovered against him/her shall be conditioned upon (a) receiving notice of the filing of any such action in the manner and form herein above describe and (b) Employees shall be required to cooperate with the Town during the course of investigation, administration, or litigation of any claim arising under this article.

SECTION 11.5 COOPERATION

Employees shall be required to cooperate with Town during the course of the investigation, . administration or litigation of any claim arising under this Article, and any internal investigation conducted by or on behalf of the Town.

SECTION 11.6 EXPEDITED ARBITRATION

Grievances alleging, a violation of this Article may be initiated at Step four (4) of the grievance procedure. In arbitrations there under, unless the parties agree otherwise, hearing shall commence within thirty (30) days of the selection of the arbitrator, and the arbitrator shall issue his award in writing within fifteen (15) days following the close of the hearing; the full written decision of the arbitrator may be issued within thirty (30) days of the close of the hearing.

ARTICLE XII EMPLOYEE COMPENSATION

All salary step increases shall be effective April 1, 2022 in conformance with the wage scale listed below.

All wage increases will be effective for all Bargaining Unit Members on January 1st of each year as indicated on the wage scale below. Years of service will accumulate from the employee's Date of Hire (hereinafter "DOH"),

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| | 4/1/22 | 1/1/2023 | 1/1/2024 |
|-------------------|----------|----------|----------|
| Starting Pay | \$40,306 | \$41,314 | \$42,347 |
| 1 year from DOH | \$42,285 | \$43,343 | \$44,426 |
| 2 years from DOH | \$44,362 | \$45,471 | \$46,607 |
| 4 years from DOH | \$46,540 | \$47,703 | \$48,896 |
| 6 years from DOH | \$48,825 | \$50,045 | \$51,297 |
| 8 years from DOH | \$51,222 | \$52,503 | \$53,815 |
| 10 years from DOH | \$53,737 | \$55,081 | \$56,458 |
| 12 years from DOH | \$56,376 | \$57,785 | \$59,230 |
| 14 years from DOH | \$59,144 | \$60,622 | \$62,138 |
| 17 years from DOH | \$62,047 | \$63,599 | \$65,189 |
| 20 years from DOH | \$65,094 | \$66,721 | \$68,389 |

SECTION 12.1 PROBATIONARY PERIOD

Probationary status shall be for a period of eighteen (18) months from the date of commencement of service, regardless of any prior service in any capacity with the Town.

SECTION 12.2 HOURS OF WORK

The normal work week for Bargaining Unit members shall consist of forty (40) hours in a departmental calendar week. Should it be necessary in the interest of efficient operations to establish daily or weekly work schedules departing from the normal workday or the normal work week, notice of such change shall be given to the Union in as far advance as is reasonably practicable.

SECTION 12.3 BREAKS

Employees shall be entitled to a paid fifteen (15) minute break for every four (4) hours worked, up to a maximum of two (2) breaks in one shift, provided that the shift worked is a least five (5) hours long. Employees may also take a paid continuous meal break of thirty (30) minutes, in addition to the fifteen minute breaks, provided that the shift worked is at least eight (8) hours. Employees must remain in the Cicero Police Department Building, or on the grounds during breaks, unless otherwise authorized in advance by the Superintendent or his/her designee,

SECTION 12.4 SHIFT TRADES

A work shift may be split by bargaining employees, by mutual agreement and approval of the Superintendent of Police, as long as the shift is covered and does not put an employee in overtime, Shift trades must be requested and authorized in advance by the Superintendent or his/her designee.

SECTION 12.5 RELIEF FROM DUTY

At no time will any employee leave his/her place of duty without proper relief or permission granted by his/her supervisor or Superintendent of Police. This includes the failure of a properly appointed relief person to arrive on time or at all.

At no time will any employee leave the Town while on duty without permission granted by his/her Supervisor or the Superintendent of Police.

SECTION 12.6 NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 12.7-ASSIGNMENT OF OVERTIME

At the discretion of the Supervisor or Superintendent of Police, overtime may be offered to employees assigned to the shifts before and after the shift during which the need for overtime exists. If these employees decline the overtime offer, employees will be called on a "Rotating Seniority Basis, if no employee accepts the overtime offer, the Supervisor will assign the overtime to the least senior Bargaining unit member on the current Watch on which the overtime is created, who is qualified to perform the work

This procedure may be waived in emergency situation or by written agreement between the parties.

SECTION 12.8 OVERTIME COMPENSATION

All hours worked and all benefit time except for sick time shall be used in the calculation for call in overtime. Bargaining members who work in excess of eight (8) hours per work day or forty (40) hours per week shall be compensated at the overtime rate of one-and-one half (1 1/2) times the employee's regular hourly rate of pay. .

SECTION 12.9 CALL BACK

The term "Call Back" is defined as an official assignment of work that does not immediately precede or follow an employee's regularly scheduled Working Hours. Employees reporting back to work under the definition of "Call Back" shall be compensated at a minimum of two (2) hours at the appropriate rate of their pay rate. No call back shall be compensated unless such call back has been approved by the supervisor.

SECTION 12.10 COURT TIME

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

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SECTION 12.11

A Detention Officer assigned to the duties of the training of a new employee shall be paid an additional one (1) hour of pay for any shift or portion thereof in which such duties were performed.

ARTICLE XIII WATCHES

SECTION 13.1 SHIFT SELECTION.

Where annual shift selection procedures are currently in effect they shall remain in effect and will not be changed without sixty (60) days' advanced notice to, and if required, discussion with the Union. Nothing herein shall preclude the Union and Town from discussing and implementing an annual selection process.

SECTION 13.2 CHANGE OF WATCH NOTIFICATION

When mandatory change of watch is made by the Town, reasonable notice will be given to the Bargaining Unit Members. The Town shall give five (5) advanced days' notice to the affected employee(s). The advanced notice requirements apply if such lead time is available to the Town. Such changes shall be made on the basis of seniority, provided that the Bargaining Unit Member has the then present ability to perform the required work without further training.

Assignments to any watch or shift by way of any annual shift selection process will be based on seniority, provided that the Bargaining Unit Member has the then present ability to perform the required work without further training. For purposes of this Section "seniority shall mean the Bargaining Unit Member's service in the job title,

SECTION 13.3 BACK TO BACK SHIFTS ON CHANGE DAY

A Bargaining Unit Member shall normally not be required to work more than four (4) hours on the first watch on change day if he/she has worked a full tour of duty on the third watch on the preceding day. If he/she is required to work more than four (4) hours on a change day on the first watch, he/she shall be paid at the rate of time-and-one-half for the hours worked on the first watch on change day.

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ARTICLE XIV SAFETY ISSUES

SECTION 14.1 SAFETY MEETINGS

The Superintendent or his/her Designee will meet with the Union to discuss safety issues at mutually agreeable time. Meetings with the Union may be called by either party, which will be submitted in writing by the party calling for the meeting.

Any report or recommendation which may be prepared by the union or designee(s) of the Superintendent as a direct result of these meetings, will be in writing and copies submitted to the Superintendent and the authorized representative of the Union.

SECTION 14.2 DEFECTIVE EQUIPMENT

No employee shall be required to use any equipment that has been designated by the Town as being defective because of disabling condition, unless the disabling condition has been corrected. When an assigned department vehicle is found to have a disabling defect or is in violation of the law, employee will notify his/her supervisor, complete required reports and follow supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle. The Town reserves the right, in its sole discretion, to determine whether a vehicle or equipment is defective.

SECTION 14.3 REPLACEMENT OF PERSONEL PROPERTY

The Town agrees to repair or replace as necessary the watch, corrective lenses of an employee covered under this agreement if such are damaged or broken during the course of the employee's duties while the employee is required to exert physical force or is attacked by another person. Incidents are to be documented with the employee's immediate supervisor. With the exception of corrective lenses each occurrence shall be limited to a reasonable amount not to exceed \$100.00 per occurrences and a maximum of \$500.00 per twelve (12) month period beginning the date of the first reported occurrence.

SECTION 14.4 MEDICAL TREATMENT AND INNOCULATIONS

Any Bargaining Unit Member during the course of their duties who is exposed or comes in contact with any blood born pathogen, disease, or airborne virus or any other medical exposure which can cause harm to the Bargaining Unit Member or anyone else they come into contact with (family members, partners, etc.). shall be able to obtain medical treatment at the Town's Health Department if available, but regardless of where received, at the Town's sole cost.

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ARTICLE XV LEAVES OF ABSENCE

15.1 BEREAVEMENT LEAVE

The Town agrees to provide to the Bargaining Unit Member leave without loss of pay as a result of a death in the family. Such leave shall consist of, but not be limited to the date of death, through the day after the funeral, but not to exceed five (5) days. However, leave may be extended beyond the normal funeral leave at the Bargaining Unit Members request and the Town's discretion, in the event that excessive travel is required, or unique circumstances are involved which adversely impact upon the Bargaining Unit Member. A family member shall be identified as the Bargaining Unit Member's parents, including step-parent), spouse, children (including step or adopted), brother and sisters (including half or step, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren. Bargaining Unit Members shall be allowed one (1) day without loss of pay for brother-in-law and sister-in-law which may be increased by the Superintendent at his/her sole discretion.

SECTION 15.2 JURY DUTY LEAVE

All employees summoned as jurors shall promptly notify their immediate supervisor following receipt of such summons. The employee shall show the summons to the supervisor who shall record appropriate information therefrom, the Town shall abide by the terms of the Illinois Jury Act, (705 ILCS 305/4.1 et seq.), as it may be amended from time to time.

SECTION 15.4 LIGHT DUTY

Employees who are physically unable to perform their normal job duties may be placed on light duty assignment at the sole discretion of the Town if the employee receives a medical release to perform such assignment, and if such light duty work is available. The length of time of such leave shall be within the sole discretion of the Town. The Town has no duty to offer or create a light duty position unless otherwise required by law.

ARTICLE XVI HOLIDAYS

SECTION 16.1 HOLIDAY PAY

If an employee covered under this agreement works a holiday, then he/she will be paid at a rate of one-and-one-half (1.5) times their regular rate for each and every hour worked on the holiday.

SECTION 16.2 HOLIDAYS

The holidays are:

| | |
|------------------|-------------------------------|
| New Year's Day | Martin Luther King's Birthday |
| President's Day | Easter |
| Memorial Day | Independence Day |
| Labor Day | Columbus Day |
| Thanksgiving Day | Christmas Eve Day |
| Christmas Day | Veterans Day |

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SECTION 16.3 HOLIDAY DURING VACATION

If a holiday falls on a day that an employee would normally be scheduled to work but is off on vacation, leave, then the employee will not be required to use a vacation day on the holiday.

SECTION 16.4 PERSONAL DAYS

Employees shall be entitled to two (2) personal days per year, each calendar year, which shall accrue January 1st of each year. These days are intended to allow employees to tend to personal business relating to themselves or their family. The use of personal days must be approved in advance.

In no case may an employee be granted paid leave time that he or she has not yet earned, without the express approval of the Superintendent. Personal time cannot be accumulated from one year to the next.

Retiring, terminated, or resigning employees will not be compensated for their accumulated unused personal days.

ARTICLE XVII VACATION

SECTION 17.1 VACATION LEAVE

After one (1) full year of employment: Two (2) work weeks.

After five (5) full years of employment: Three (3) work weeks.

After ten (10) full years of employment: Four (4) work weeks.

After fifteen (15) full years of employment: Five (5) work weeks.

After twenty- five (25) full years of employment: Six (6) work weeks.

SECTION 17.2 VACATION SELECTION

Vacations shall be selected by seniority time in the Bargaining Unit. The town shall have the right to determine the number of employees who can be on vacation at any one time that will not hinder the operation of the Town. Vacations shall start on Mondays (the beginning of the police week). Such requests shall not be unreasonably denied, Shift/watch selection will occur prior to vacation selection within each shift/watch.

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ARTICLE XVIII SENIORITY

SECTION 18.1 SENIORITY DEFINED

Seniority shall be defined as the length of time from the last date of beginning continuous employment within the Bargaining Unit.

Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absences of sixty (60) days or more, or layoffs. In the case of employees hired on the same date, the employee with the earliest application date shall be the most senior.

Seniority for all purposes shall be terminated if the employee:

- 1) Quits;
- 2) Is discharged for cause;
- 3) Retires or is retired;
- 4) Falsifies the reason for his/her leave of absence;
- 5) Fails to report to work at the conclusion of an authorized leave of absence without prior written approval of the superintendent or designee;
- 6) Is laid off for more than thirty six (36) months and fails to respond to Notice of recall in accordance with Section 19.3 of this Agreement;

SECTION 18.2 SENIORITY AMONG PROBATIONARY EMPLOYEES

All newly hired members of the Bargaining Unit shall be considered probationary employees until they successfully complete a probationary period of eighteen (18) months from the date of

hire. Seniority among probationary employees shall not apply until after they complete their probationary period, in which case then be deemed to have accrued eighteen (18) months of seniority.

SECTION 18.3 APPLICATION OF SENIORITY

Seniority shall be used in determining the order of layoffs, vacation preference, and overtime except in the cases of specialty overtime, or as provided in any other Section of this Agreement.

SECTION 18.4 OVERTIME SENIORITY

A Bargaining Unit Member, is expected to work a reasonable amount of overtime as needed, as a condition of continuous employment. Overtime referred to in this Agreement shall be offered by seniority in the employees' job classification. In the event enough of such offers are not accepted, the Town may mandatorily assign overtime by reverse seniority. If the employee has advanced knowledge of the need for overtime, employees shall not be notified. In the event there are more offers to work overtime than are needed the selection will be offered to the most senior,

Those Bargaining Unit Members in any classification who have been given the option to work overtime, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime until all employees in the classification have been afforded the opportunity. Mandatory overtime shall be rotated among employees in the affected classification and work unit, so that an employee who has been mandatorily assigned to work overtime shall be the last employee in the affected classification and work unit required to work the next mandatory overtime assignment. The town will post relevant seniority overtime lists in appropriate locations accessible to the employees.

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SECTION 18.5 TRANSFERS WITHIN THE TOWN

A Bargaining Unit member who accepts employment with the Town in a position outside of the bargaining unit shall have his bargaining unit seniority locked for a period of no more than one year upon his last day in the bargaining unit; i.e. his seniority is frozen in place and does not continue to accrue. If he is employed in the bargaining unit again within one year of the date that he left, he will resume the accrual of seniority in the bargaining unit from the point at which it was frozen. If the employee leaves the bargaining unit for more than one year, the employee will lose all seniority in the bargaining unit. There is no guarantee of re-employment in the bargaining unit.

ARTICLE XIX LAYOFFS AND RE-EMPLOYMENT

SECTION 19.1 NOTICE OF LAYOFFS

When there is an impending layoff with respect to any employee in the Bargaining Unit, the Employer shall notify the affected Union and employees to be laid off no later than sixty (60) days prior to such layoff, except where layoffs result from a sudden emergency beyond the control of the administration of the Employer and/or as a result of action by the Town, such notice shall be given to the Union and the employees as soon as the Employer has knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff. Probationary employees shall be laid off first and then employees shall be laid off in accordance with their classification seniority, provided the employees remaining have the ability to perform the jobs needed to the satisfaction of the Employer.

SECTION 19.2 HIRING DURING LAYOFFS

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off. No new employees shall be hired by the Town until all laid off employees have been recalled.

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SECTION 19.3 LAYOFFS AND RECALL

If it is determined that layoffs are necessary, employees will be laid off in the following order:

- A. Probationary employees in their original hired probationary period;
- B. In the event of further reductions of force, employees will be laid off from the following order, the least seniority will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, the employees who are still on the recall list shall be recalled in the inverse order of their layoff. Employees shall retain and accumulate seniority and continuous service while on layoff.

ARTICLE XX INSURANCE

SECTION 20.1 HEALTH INSURANCE

Employees shall contribute towards the total cost to the Town of the health insurance premium the percentage of the premium as set forth below for the Plan in which the employee is enrolled:

Effective 1/1/2020 18% or contribution paid by non-represented employees, whichever is less.

SECTION 20.2 TERM LIFE INSURANCE

Effective the beginning of the first month immediately upon the ratification of this Agreement by both parties, the Town shall provide each employee covered under this Agreement who has been employed full-time for thirty (30) days or more, with a paid \$40,000 group life insurance policy including accidental death and dismemberment. Employees in the bargaining unit may at their own cost purchase additional group term life insurance up to double the base salary or to the extent allowed by the carrier.

SECTION 20.3 TERMS OF PLAN TO GOVERN

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

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MISCELLANEOUS PROVISIONS

SECTION 21.1 REQUIRED TRAINING

Training of any employee covered by this Agreement that is required and approved in advance by the Superintendent of Police shall be funded by the Town, subject to any limitations or rules for repayment of training or education provided in this Agreement or in any Town employment or personnel policy.

SECTION 21.2 REQUIREMENT TO COLLECTIVELY BARGAIN

The Town shall be required to bargain collectively with regards to matters directly affecting Wages, Hours, and Terms and Conditions of Employment, as well as the impact thereon, upon request by the Union or its Representatives.

SECTION 21.3 SUBCONTRACTING

It is the general policy of the Town to continue to utilize the employees to perform work they are now qualified to perform. However, the Town reserves the right to contract out any work it deems necessary in the interest of the economy, department operations, improved work product, or emergency, provided such subcontracting will not cause the layoff or reduction in force of any Bargaining Unit employee.

SECTION 21.4 SECURITY CAMERAS/ELECTRONIC EQUIPMENT

The Union agrees that the Town has the right to put video security cameras/electronic monitoring in Public areas: including as example hallways, entryways, publicly located offices, parking lots and other outside areas.

Video security cameras/electronic monitoring shall not be used in the following areas; private offices, locker-room, changing areas, meeting rooms, designated break rooms, or other areas prohibited by law.

The Town will not condone or tolerate spying on co-workers or employees. Unauthorized use of the cameras will be cause for severe disciplinary action up to and including discharge. The use of Town equipment including but not limited to security cameras and electronic equipment, for personal purposes shall be grounds for discipline up to and including discharge of employment.

The use of security cameras/electronic monitoring shall not be used as a sole/determining factor for discipline, except in cases of gross misconduct that can lead to discharge or arrest. No Bargaining Unit Members shall be laid off solely as a result of video security cameras/electronic monitoring.

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ARTICLE XXII UNIFORMS

SECTION 22.1 CLOTHING

The Town agrees to maintain the "Quarter Master System" uniform and clothing allowance system as it may be amended from time to time, which is currently in existence as of the date of the execution of this Agreement.

SECTION 22.2 REPLACEMENT OF DAMAGED CLOTHING

The Town agrees to repair or replace as necessary, at the Town's sole discretion, uniform or clothing provide to the employee pursuant to Section 22.1 that is damaged during the performance of the employee's regular duties.

ARTICLE XXIII TRAINING

SECTION 23.1 TRAINING OPPORTUNITY

The Town and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided. The Town and the Union recognize the desirability of providing opportunities for reasons of career advancement. In recognition of such principal, the Town shall provide employees with current procedures, methods, techniques, materials, and equipment normally used in such employees work assignments and periodic changes therein.

ARTICLE XXIV BACKGROUND CHECKS

SECTION 24.1 CRIMINAL CONVICTIONS

As part of the town's effort to maintain a safe working environment, all employees are required to disclose any felony or misdemeanor conviction or plea of nolo contendere (no contest) consistent with applicable law to the Superintendent within five (5) working days of the conviction or the plea or no contest. Failure to comply with this requirement will constitute grounds for disciplinary action.

SECTION 24.2 CRIMINAL BACKGROUND CHECK AND DRIVING HISTORY

The Town will conduct Criminal History and Sex and Violent Offender Registry Checks for Bargaining Unit members employed as the effective date of this Agreement and new hires.

Additional checks, such as to verify for education and certification and Credit History Checks, may be required based upon job responsibilities. Positions with the same or similar job responsibilities will require the same or similar background checks. Criminal Background checks and driving history disclosures will be done in conjunction with pre-employment screening. Subsequent checks may also be conducted to help maintain a secure workplace environment. Employees who fail to participate fully or who provide inaccurate information in a Background Check will be subject to disciplinary action up to and including discharge. If an employee declines to authorize a Background Check, he/she may be discharged and such discharge shall not be grievable.

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The Town recognizes the need to protect an employee's right to privacy. As such, all Background Check records will be kept in secured, access restricted personnel files.

ARTICLE XXV GENERAL PROVISIONS

SECTION 25.1 SAVIIVGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any Judicial Action, or by any existing or subsequently enacted federal or state Legislature, or by Executive Order or other Competent Authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

SECTION 25.2 TERM OF AGREEMENT

This agreement shall be effective from the date of execution by the parties and shall remain in full force and effect until December 31, 2024. It shall continue in effect from year to year thereafter unless a notice of Demand to Bargain is given in writing by Certified Mail by either

party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the Date of Notice shall be the written date of receipt.

SECTION 26.3 CONTINUING EFFECT

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

ARTICLE XXVI PRINTING OF THE AGREEMENT

The Town shall be responsible for the printing of sufficient copies of the Agreement and shall provide the union an opportunity to proof the agreement prior to printing. The cost of printing the Agreement shall be borne by the Town. The Town shall distribute one (1) copy of the Agreement to each Bargaining Unit Member and shall supply five (5) copies of the Agreement to the Union and a like number to the Department.

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EXECUTED IHS ____ DAY OF June, 2022 AT CICERO, ILLINOIS by the undersigned, all having been duly authorized by their respective party and intending to be legally bound hereby.

TOWN OF CICERO

ILLINOIS FOP LABOR
COUNCIL

STATE OF ILLINOIS



6/7/22

APPENDIX A DRUGS AND ALCOHOL POLICY

1.1 Statement

The use of illegal drugs and the abuse of legal drugs and alcohol Detention Officers of the Town of Cicero presents unacceptable risks to the safety and well-being of others. Town employees must project a positive representative image which ensures public confidence in them and governs their professional conduct. The Town, as the Employer, has the right to expect its Employees to report for work fit and able for duty. The Town will enforce its Drug and Alcohol Policy ("Policy") on a non-discriminatory basis.

1.2 Definitions

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

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|---------------|-------------------------|
| Opium | Psilocybin- psilocin |
| Morphine | MOA |
| Codeine | PCP |
| Heroin | Chlorate Hydrate |
| Meperidine | Methylphenidate |
| Marijuana | Hash |
| Barbiturates | Hash Oil |
| Glutethimide | Steroids |
| Methaqualone | Tranquilizers |
| Cocaine | Amphetamines |
| Phenmetrazine | LSD |
| Mescaline | |

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

"Impairment" due to drugs or alcohol shall mean a condition in which the Employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an Employee tests positive for drugs or alcohol, impairment is presumed.

1.3 Prohibitions

Employees are prohibited from:

- (a) Consuming or possessing alcohol or illegal drugs, unless in accordance with duty requirements, at any time during the work day or anywhere on any Town premises or job sites including all Town buildings, properties, vehicles and the Employee's vehicle while engaged in Town business.
- (b) Illegally possessing, selling, purchasing or delivering any illegal drug during the work day or when off-duty.
- (c) Using alcohol within four (4) hours prior to beginning a shift.
- (d) Being under the influence of alcohol during the course of the workday.
- (e) Being under the influence of legal or prescribed drugs used in excess of, or in nonconformity with, prescribed limits during the course of the workday.
- (f) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking,

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1.4 Requirements

Employees are required to:

- (a) Report to their supervisor any known adverse side effects of medications or prescription drugs which they are taking which might affect or impact on the performance of their duties,
- (b) Notify the Department Head of his/her arrest for violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance or arrest for a violation of any statute prohibiting driving a motor vehicle under the influence of alcohol or drugs, within twenty-four (24) hours of such arrest.
- (c) Submit to drug testing as required by the Town pursuant to this Policy and Agreement.

1.5 Circumstances Under which Alcohol and/or Drug Testing is Permitted.

As set out more fully in the following provisions, the Town shall have the right to require an Employee to submit to alcohol and/or drug testing (blood and urine): 1) where the Town has reasonable suspicion to believe that an Employee is then under the influence of illegal drugs or alcohol during the course of the work day; 2) randomly; 3) in the case of an accident; 4) upon the Department Head's discretion, where an Employee is assigned to a special unit; 5) prior to a return to duty after an Employee has undergone alcohol and/or drug rehabilitation treatment; and 6) as a follow-up once an Employee has returned to duty after alcohol and/or drug rehabilitation treatment.

In addition, the Town has the right to require alcohol and/or drug testing as part of its preemployment screening of applicants.

(a) Reasonable Suspicion Testing

i. "Reasonable Suspicion" is defined as a belief based on objective facts sufficient to lead a reasonable prudent supervisor to find that an Employee is using, or has used, drugs or alcohol in violation of this policy. The suspicion must be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.

ii. Factors in Determining: Factors to be considered by supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination.

- a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
- b. Observable phenomena, such as direct observation of alcohol use, the presence of the odor of alcohol on or about the Detention Officer, and/or the physical symptoms or manifestations of being under the influence of alcohol;
- c. Abnormal conduct or erratic behavior while on-duty;
- d. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
- e. Slurred speech or unsteady walking or movement;
- f. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
- g. Information obtained from a reliable and credible source with personal knowledge which has been independently corroborated.

iii. When Conducted: In the case of a reasonable suspicion test, the Town may require an Employee to submit to chemical and/or alcohol testing if at least one (1) representative of the Cicero Police Department of a higher rank than the affected Employee determines there is reasonable suspicion for such testing, and provides the Employee with the basis for such "suspicion" in writing, before the test is administered, An order to submit to testing shall be in writing and signed by the reporting supervisor and Department Head or Deputy Department Head or his/her respective designee and include the objective facts and reasonable inferences drawn from the facts that serve as the basis of the order to test. When testing is ordered, the Employee will be removed from duty and will be placed on leave with pay pending the receipt of testing results.

- iv. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

(b) Random Testing

i. Frequency and Selection

- a. The random selection of the Detention Officer to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any Detention Officer. Each workday shall present every Detention Officer with a substantially equal statistical chance of being required to submit to the random testing program, regardless of samples previously submitted.
- b. The number of random tests to be performed in any year shall be determined by the Department Head or his/her representative and will ensure the testing of fifty (50) percent of the Detention Officers who are in the common selection pool.
- c. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- d. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent Detention Officers from anticipating a pattern in collection schedules.
- e. The computerized random selection listing shall be generated from the common selection pool of all Detention Officers using a confidential identification number unique assigned to each individual Detention Officer. The association with and identification of the Detention Officers name shall be known only to the Department Head and his/her representative until such time as the daily selection for testing list is prepared for notification.
- f. The process will be unannounced as well as random. Detention Officers will be notified that they have been selected for testing after they have reported for duty on the day of collection.
- g. A Detention Officer shall not be required to submit to random testing more than three (3) separate times in one calendar year.

ii. Procedure

- a. upon notification that a Detention Officer has been selected for random testing, the Detention Officer shall be required to report immediately to

the Random Drug and Alcohol Testing Location, and no later than one(1) hour from notification.

- b. Upon arrival at the Random Drug and Alcohol testing location, the Detention Officer will identify himself/herself by use of the photo identification card and present the original Random Drug and Alcohol Testing Notification Form.
- c. upon completion of the specimen collection process, the Detention Officer will, if his/her shift is not completed, immediately return to duty status.

(c) Return to Work Testing

Any Detention Officer who has completed drug or alcohol rehabilitation treatment will be required to submit and pass drug and/or alcohol testing prior to return to work.

(d) Follow-up Testing

Once allowed to return to duty subsequent to drug or alcohol rehabilitation treatment, a Detention Officer will be subject to unannounced follow-up testing for at least twelve (12) months, with up to ten (10) tests being administered during that period.

(e) Accident Testing

- i. Incident Required: The Detention Officer(s) involved in a vehicular accident (i.e., the driver(s)) must submit to drug and/or alcohol testing when the vehicle the Detention Officer is driving is operating and is in motion at the time of the accident.
- ii. Timing of the Test: The Detention Officer(s) involved (i.e., the driver(s)) must submit to drug and/or alcohol testing within two (2) hours of the accident.
- iii. Available for Testing: The Detention Officer who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.
- iv. Transportation to Collection Site: The Investigating Detention Officer shall transport or arrange transportation for the Detention Officer to be tested to the collection site and, after testing, to such Detention Officer's home or work,
- v. Following Collection: After submitting to the drug and/or alcohol testing, the Detention Officer may return to work at the discretion of the Department Head.

1.6 Compounds Tested for and Levels Measured

(a) Drug Testing

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

| DRUG NAME | •INITIAL DRUG | CONFIRMATION TEST |
|---------------------|---------------|----------------------|
| | | GC/MS |
| Amphetamines | 1000 NG/ML | 500 NO/ML |
| Cocaine | 300 NG/ML | 150 NG/ML |
| Marijuana | 20 NG/ML | 15 NO/ML |
| Opiates | 300 NG/ML | 300 NO/ML |
| Phencyclidine (PCP) | 25 NG/ML | 25 NG/ML |
| Benzodiazepines | 300 NG/ML | 150 NO/ML |
| Methaqualone | 300 NG/ML | 150 NG/ML |
| Barbiturates | 300 NO/ML | 150 NG/ML |
| Methadone | 300 NG/ML | 150 NG/ML |
| Propoxyphene | 300 NG/ML | 150 NG/ML |

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1. An initial result of .019 and below is considered a negative result and the Detention Officer is free to return to work.
2. An initial result of .02 is considered neither negative nor positive and the Detention Officer must undergo a confirmatory test as soon as practicable, but not to exceed 30 minutes from the time of the original test in the event of a breathalyzer test.
 - a. If the confirmatory tests registers blow .02, the result will be considered negative and the Detention Officer will be free to return to work.
 - b. If the confirmatory test registers between .03 - .039, the Detention Officer will be presumed to be "under the influence", and will be immediately relieved of duty, At this confirmatory test level, the Detention Officer will be offered an opportunity to present any rebuttal evidence to be considered in determining whether the Detention Officer is in violation of this Policy. If the Detention Officer is not able to overcome the presumption that he/she was under the influence, he/she will be subject to further disciplinary action up to and including discharge.
 - c. If the confirmatory test registers .04 or above, the test shall be considered positive, the Detention Officer will be considered under the influence, the Detention Officer will immediately be relieved of duty and subject to further disciplinary action up to and including discharge.

1.7 Types of Testing Permitted

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

- A. Urine Testing
- B. Evidentiary Breath Testing Device (Breathalyzer)

- C. Blood Testing
- D. Saliva Testing

The Town may choose to use one (1) type of test for drugs and a different type of test for alcohol. Should the Town use more than one (1) type of test for drugs and should any one (1) type of test reveal a negative result, then the results of all drugs tests shall be deemed negative. Should the Town use more than one (1) type of test for alcohol and should any one (1) type of test reveal a negative result then the results of all alcohol tests shall be deemed negative. If the lab's results are deemed inconclusive by the testing laboratory, the results are neither negative nor positive and are inconclusive and a different test may be ordered by the Town. For purposes of this paragraph, initial confirmatory test of the same type do not constitute different types of tests.

1.8 Testing Procedures

In conducting the testing authorized by the Agreement, the Town shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and is accredited by the National Institute of Drug Abuse (NIDA);
- B. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity and confidentiality of the identity of each sample and test result;
- C. Collect a sufficient sample of the body fluid or material from a Detention Officer to allow for initial screening, a confirmatory test and a sufficient allowance for alternative testing if requested, and paid for, by the Detention Officer;
- D. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration and maintain those samples for a minimum of twelve (12) hours;
- E. Use an accepted immunoassay method in conducting initial drug screening;
- F. Confirm any sample that tests positive for drugs in the initial screening by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. Be notified of a positive test result only after an initial positive test result is confirmed by positive test result in a second test on the same sample;
- H. Provide each Detention Officer tested with a copy of all test results and laboratory reports in connection with the testing upon request to the Department Head;
- I. Ensure that the taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe that the Detention Officer is tampering with the testing procedure;

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- J. Require the Detention Officer to give a sample under direct observation of a same gender collection site person only if the collection site personnel or the representative of the Town has reason to believe that an adulterated or substituted sample has been provided, or that the Detention Officer may alter or substitute the sample; and
- K. Ensure that no Detention Officer is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the test procedure will be expunged from the Detention Officer's personnel files.

1.9 Retest of Sample

- A. Any Detention Officer who tested positive for drugs shall have the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Detention Officer's own choosing and at the Detention Officer's own expense, provided that the laboratory is licensed pursuant to the Illinois Clinical Laboratory Act and that it is accredited by the National Institute of Drug Abuse ("NIDA") and the Detention Officer notifies the Department Head within forty-eight (48) hours of receiving the results of the tests.
- B. The laboratory that performed the initial test shall deliver the sample to the laboratory of the Detention Officer's choice to ensure the integrity of the chain of custody.
- C. Quantization for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this, but equal or greater than the established sensitivity of the assay must; as technically appropriate, be reported any considered corroborative of the original positive results.
- D. An original copy of the results of the retest conducted by the Detention Officer's chosen laboratory shall be delivered to the Department Head within ten (10) calendar days from the date the specimen was delivered to the Detention Officer's selected laboratory.
- E. If the laboratory chosen by the Detention Officer within the time allotted disputes the positive finding(s) of the laboratory used by the Town and such laboratory has used the same testing procedure used by the original laboratory, then no further action shall be taken against the Detention Officer.
- F. Except when any delay is the fault of the laboratory, if the laboratory chosen by the Detention Officer fails to dispute the positive finding(s) within the allotted time, or if the Detention Officer fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, or if the Detention Officer fails to present the results of the second laboratory's test within the allotted time, the finding of a positive test will stand.

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1.10 Procedure Following Positive Test Result

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

1.11 Discipline

The first instance that a Detention Officer tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol is just cause for disciplinary action, up to and including discharge. This section shall in no way limit discipline for other offenses arising out of, related or aggravated by alcohol or drug abuse.

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1.12 Behavior That Constitutes Refusal to Submit

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

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

1.13 Violations of a Criminal Drug Statute

- A. If a Detention Officer is convicted of a violation of a criminal drug statute he or she will be subject to discipline up to and including discharge,

- B. If a Detention Officer is convicted for driving under the influence of alcohol, he or she will be subject to discipline up to and including discharge.
- C. If a Detention Officer pleads guilty or nolo contendere ("no contest") to a violation of a criminal drug statute, the Detention Officer must notify his/her Supervisor immediately no later than the earlier of the next time such Detention Officer is scheduled to work or three (3) days from the date of such plea. A Detention Officer convicted in such a way of a violation of a criminal drug statute will be subject to discipline up to and including discharge.
- D. If a Detention Officer pleads guilty or nolo contendere ("no contest") to a violation of driving under the influence statute the Detention Officer must notify his/her Supervisor immediately, no later than the earlier of the next time such Detention Officer is scheduled to work or three (3) days from the date of such plea. A Detention Officer convicted in such a way of a violation of a criminal drug statute will be subject to discipline up to and including discharge.

1.14 Voluntary Request for Assistance

The Town shall take no adverse action against a Detention Officer who voluntarily seeks treatment or counseling prior to being notified of his/her selection for drug and/or alcohol testing, provided that the Detention Officer has not tested positive on a previous drug and/or alcohol test administered by the Town. The Town shall assist a Detention Officer seeking assistance by making available means by which referrals and/or a lawyer may be obtained (Employee Assistance Program). All such requests shall be confidential. When undergoing treatment and evaluation, Detention Officers shall be allowed to use accumulative sick and/or paid leave and/or to be placed on unpaid leave pending treatment.

1.15 Right to Counsel

Any Detention Officer who is ordered to submit to testing shall have the right to contact a Union representative and/or a lawyer at the time such order is given. Under no circumstance will the testing of the Detention Officer be delayed more than an hour from the time that the order to test was given in order to allow the Detention Officer an opportunity to contact and consult with a Council representative and/or lawyer prior to testing.

1.16 Right to Grieve

The Union and/or a Detention Officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the testing, the administration of the test, the accuracy of the test, the results of the test, and/or other alleged violations of this Agreement. Any discipline that may be issued pursuant to this provision may be appealed pursuant to the Appeal of Discipline Section herein.

1.17 Confidentiality

All information acquired in the drug and alcohol testing process, including but not limited to the results of a Detention Officer's drug or alcohol test and/or information regarding a treatment program will be kept in secured files, separate from personnel files, and will be held in confidence. Disclosure will be limited to members of the Town's management who the Town believes must be aware of this information. Unless otherwise permitted or required by law, this information will not be disclosed by the Town to any other employer, individual or organization without the applicant's or the Detention Officer's written consent.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A VOLUNTARY SEPARATION INCENTIVE FOR ELIGIBLE EMPLOYEES 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 ensuring the effective administration of Town services; and

WHEREAS, as the current economic climate has impacted the revenue received by the Town, and the cost of providing public services has increased, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to authorize the payment of a voluntary separation incentive to eligible employees who commit to voluntarily leave their employment with the Town between July 1, 2022 and September 30, 2022; and

WHEREAS, subject to the limitations, terms, and conditions set forth in the Plan Document and Summary Plan Description (the “Plan”), a copy of which is attached

hereto and incorporated herein as Exhibit A, eligible employees who choose to participate will have two (2) options under the Plan and will be paid a certain percentage of their base salary, less required federal and state tax withholdings, upon separation from the Town (“Severance Pay”); and

WHEREAS, eligible employees who elect to participate in the Plan shall have the choice of either (i) twenty percent (20%) of their base salary less required federal and state tax withholdings, as the Severance Pay; or (ii) ten percent (10%) of their base salary, less required federal and state tax withholdings, as Severance Pay plus health and dental insurance coverage, at no cost, for themselves and their eligible dependents for a period of twelve (12) months after their dates of separation (the “Insurance Benefit”); and

WHEREAS, eligible employees include all full-time employees with at least ten (10) years of service as of September 30, 2022, subject to additional criteria set forth in the Plan; and

WHEREAS, to ensure the effective administration of Town services, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to authorize the payment of Severance Pay and the Insurance Benefit, as applicable, to eligible employees on the terms and conditions set forth in the Plan;

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

ARTICLE I. IN GENERAL

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the payment of the Incentive to eligible employees on the terms and conditions set forth in the Plan, to ensure the effective administration of Town services, and to authorize the President to take such steps as are necessary to carry out the Plan and this Ordinance.

ARTICLE II. AUTHORIZATION

Section 3.00 Authorization.

The Corporate Authorities hereby authorize and approve the Plan as set forth in Exhibit A. The Town Board further authorizes and directs the President or his designee to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. 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 purpose of 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 herewith.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance specifically supersedes any and all prior legislative acts or other documents relating in any way to the eligibility of employees to participate in the Town's health insurance plan including, without limitation, the statements set forth in the Town of Cicero Personnel Policy Manual.

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

TOWN OF CICERO
2022 VOLUNTARY SEPARATION INCENTIVE PLAN

PLAN DOCUMENT

AND

SUMMARY PLAN DESCRIPTION

JULY 1, 2022

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TOWN OF CICERO

2022 VOLUNTARY SEPARATION INCENTIVE PLAN

INTRODUCTION

The Town of Cicero (the "Town") is offering the Town of Cicero Voluntary Separation Incentive Plan (the "Plan"), effective July 1, 2022. The purpose of the Plan is to provide additional severance benefits, to which employees might not otherwise be entitled upon separation generally, to eligible employees who agree to voluntarily separate their employment with the Town according to the terms of the Plan. In exchange for the benefits offered under the Plan, employees must sign a general release provided by the Town, and comply with all other terms of the Plan.

Participation in the Plan shall be on a strictly voluntary basis. The choice is entirely yours. No one at the Town is requiring you to accept or reject participation in the Plan.

This document serves as both the Official Plan Document and the Summary Plan Description. Your rights and duties are governed by the terms of this document. The Plan will terminate when the Town has met all of its severance obligations under the Plan.

ELIGIBLE EMPLOYEE

Eligible employees of the Town may apply to participate in the Plan. You are an "eligible employee" if you:

- are or will have been a full time regular employee of the Town as of September 30, 2022 with at least ten (10) full years of service as of that date;
- are not in the process of being involuntarily terminated; and
- by 5:00 p.m. on September 30, , 2022 commit to leaving the Town's employment on or before October 14, 2022, if accepted to participate in the Plan.

The following individuals are not eligible to participate in the Plan: (1) Independent contractors, consultants, individuals performing services for the Town who have entered into an independent contractor or consulting agreement with the Town, leased employees and any temporary employees of the Town; (2) Employees whose collective bargaining representatives do not approve the Plan; and (3) Individuals not treated as employees by the Town on its payroll.

CONDITIONS OF ELIGIBILITY

An otherwise eligible employee who is accepted to participate in the Plan shall not be eligible for severance benefits under the Plan if the Plan Administrator determines, in his or her sole discretion, that any of the following apply:

- (a) the employee ceases to be an eligible employee as defined above;
- (b) the eligible employee's employment with the Town terminates by reason of death, or, absent agreement of the Town, the employee quits, resigns or abandons his or her job, before his or her Voluntary Separation Date (as described later);
- (c) the employee is terminated by reason of unacceptable performance under the Town's performance evaluation process or because of a violation of one of the Town's policies;
- (d) the employee accepts any other position with the Town as a compensated employee;
- (e) the employee timely revokes the Waiver and Release Agreement ("Agreement");
- (f) the employee fails to comply with the terms of the Plan; or
- (g) the Plan is terminated.

PLAN APPLICATION, ACCEPTANCE AND REVOCATION PROCEDURE

If you meet the definition of eligible employee above and you want to participate in the Plan, you must submit an application. The application form is attached to this document as **Attachment I**. You must return the signed application form to the Department of Human Resources during the application period. The application period begins on July 1, 2022, and ends on September 30, 2022 (referred to as the "Application Period"). If you do not submit a completed application form before 5:00 p.m. on September 30, 2022, you cannot become a participant. If you complete, sign and submit the application form, you are indicating that you are willing to voluntarily separate from your employment with the Town **on or before October 14, 2022**, in exchange for the severance benefits described below.

The date you choose to separate from the Town is known as your "Voluntary Separation Date." Your Voluntary Separation Date must occur on or before October 14, 2022. Regardless of the date you choose, you must provide the Town with a least fourteen (14) calendar days' notice prior to separating your employment. Should you wish to revise your Voluntary Separation Date after you have submitted your Application Form to the Department of Human Resources, you must notify the Human Resources Director in writing.

While it is the intention of the Town to allow as many eligible employees to participate in the Plan as possible, the Town reserves the right to deny participation to eligible employees to the extent the Town determines, in its sole discretion, that their departure would have an adverse impact on critical operations. For example, an otherwise eligible employee may be denied participation based on certain skills, certifications, knowledge or abilities which the Town values highly. Similarly, in a situation where the number of employees applying to participate within a job classification, department, or classification within a department would result in the need for the Town to hire replacement personnel should everyone be permitted to participate, the Town will limit the number of applicants who can participate. In such an event, the Town, in its sole discretion, shall determine which employees in which classifications and/or departments will be permitted to participate and which will not.

The Town will advise each applicant in writing as soon as practicable whether his or her application has been approved. If your application is approved, you will be provided final copies of the Waiver and Release Agreement for review and consideration. During this review period, you will have until the earlier of your Voluntary Separation Date or October 14, 2022 to change your mind and revoke your application. Any revocation of your application must be in writing and submitted to the Plan Administrator by the close of business on the earlier of your Voluntary Separation Date or October 14, 2022 .

If your application form is not revoked by such date, then your employment with the Town will terminate even if you later change your mind, choose not to execute the Waiver and Release Agreement, or revoke the Waiver and Release Agreement.

SEVERANCE BENEFITS

Eligible employees, who execute and do not subsequently revoke their signed Waiver and Release Agreement, will have the choice of one of the options listed below, *in addition to* those benefits to which they may already be entitled by law, Town policy, or applicable collective bargaining agreement upon their separation:

Option 1.

- (1) Severance Pay: Twenty percent (20%) of base salary, less required federal and state tax withholdings.

Option 2

- (1) Severance Pay: Ten percent (10%) of base salary, less required federal and state tax withholdings; and
- (2) Medical and Dental Health Care Premium Payments: For employees participating in either the Town's health and dental insurance program, or plans offered and/or administered by collective bargaining units, the Town will pay the full cost of your (and your eligible dependents' (if they also are participants as of January 31, 2022) monthly medical and dental care premiums for whatever level of coverage you had as of January 31, 2022 under COBRA or the Town of Cicero Comprehensive Medical and Dental Plans for a period of twelve (12)

months from your date of separation.

In order to receive continuation health care coverage on and after your Voluntary Separation Date, you must decide whether you will continue your (and your eligible dependents') health care coverage under COBRA or the Town of Cicero Comprehensive Medical and Dental Plans. If you elect coverage under the Town of Cicero Comprehensive Medical and Dental Plans, you will waive (i.e., not be eligible for) coverage under COBRA. Likewise, if you elect COBRA, you will waive coverage under the Town of Cicero Comprehensive Medical and Dental Plans.

If you are not retirement-eligible, you (and your eligible dependents) must elect COBRA for the applicable Health Care Period. You may, by law, be able to elect COBRA coverage for longer than the Health Care Period; however, after the Health Care Period expires, you must pay the applicable COBRA premium amount (or, if applicable, the Town of Cicero Comprehensive Medical and Dental Plan premium amounts) if you want to continue medical and dental coverage.

On or soon after your Voluntary Separation Date, you must timely complete an election form for either Town of Cicero Comprehensive Medical and Dental Plans or COBRA. For additional information regarding the Town of Cicero Comprehensive Medical and Dental Plans, please contact the Human Resources Department. For additional Information Regarding COBRA, you will receive information in a separate letter from the Town's third party administrator, Allied Benefits.

NON-PLAN PAYOUTS

All other accrued payouts (e.g., pay for accrued but unused vacation, holidays, personal days, accrued and unused compensatory time etc.) will be made consistent with existing Town policy, pay plans, union contracts (if applicable) and/or law, and are not part of the consideration offered under this Plan.

WAIVER AND RELEASE AGREEMENT

To receive the severance benefits described above, you must submit a signed Waiver and Release Agreement to the Human Resources Director on or before October 14, 2022 or your Voluntary Separation Date, whichever is later. Under no circumstances can you return a Waiver and Release Agreement before your Voluntary Separation Date. The *draft* Waiver and Release Agreement is attached hereto as **Attachment II**. If your application is accepted, you will be provided the *final copy* of the Waiver and Release Agreement. Should you change your mind after signing the Agreement, you may revoke it within seven (7) days after the date you sign it. If you wish to revoke the Waiver and Release Agreement, you must do so in writing and the Human Resources Director must receive your request to revoke within the seven (7) day period. If you revoke the Waiver and Release Agreement, you will not be eligible to receive any benefits available under the Plan. It is recommended that you contact your personal attorney, at your own expense, to review the Waiver and Release Agreement if you so desire.

NO REEMPLOYMENT WITH THE TOWN

Generally, an eligible employee may not seek or accept reemployment with the Town as a recognized compensated employee. This prohibition may only be waived in writing upon the approval of the Town President and Town of Cicero Board of Trustees.

PLAN ADMINISTRATION

The Human Resources Director is the "Plan Administrator." The Plan Administrator has discretion to determine an employee's eligibility for Plan benefits and to construe the terms of the Plan, including making factual determinations. Benefits under the Plan shall be payable only if the Plan Administrator determines, in his or her sole discretion, that an eligible employee is entitled to them. Any decision of the Plan Administrator is final and conclusive with respect to all questions concerning the Plan's administration.

The Plan Administrator may delegate to other persons responsibilities for performing certain duties of the Plan Administrator, where he or she deems reasonable and necessary. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless the Plan Administrator actually knows such information and advice is inaccurate or unlawful. In no event shall an eligible employee or any person be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeals procedures described below have been complied with and exhausted.

CLAIMS PROCEDURE FOR PLAN BENEFITS

If an employee (a "claimant") believes that he or she is entitled to benefits, or to greater benefits than are paid under the Plan, or was improperly denied the ability to participate in the Plan, the claimant may file a claim for benefits in writing with the Plan Administrator. If the claimant does not provide all the necessary information for the Plan Administrator to process his or her claim, the Plan Administrator may request additional information and set deadlines for the claimant to provide that information. Within ninety (90) days after receiving a claim, the Plan Administrator will:

- ◆ Either accept or deny the claim completely or partially; and
- ◆ Notify the claimant of acceptance or denial of his or her claim.

If the claim is completely or partially denied, the Plan Administrator will furnish a written notice to the claimant containing the following information:

- ◆ Specific reasons for the denial;
- ◆ Specific references to the Plan provisions on which any denial is based;
- ◆ A description of any additional material or information that must be provided by the claimant on order to support the claim; and
- ◆ An explanation of the Plan's appeal procedures.

The claimant may appeal the denial of his or her claim and have the Plan Administrator reconsider the decision. The claimant or his or her authorized representative has the right to:

- ◆ Request an appeal by written request to the Plan Administrator not later than sixty (60) days after receipt of notice from the Plan Administrator denying the claimant's claim;
- ◆ Upon request and free of charge, review or receive copies of any documents, records or other information relevant to the claimant's claim; and
- ◆ Submit written comments, documents, records and other information relating to the claimant's claim in writing to the Plan Administrator.

In deciding the claimant's appeal, the Plan Administrator shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, regardless of whether such information was submitted or considered in the initial review of the claim. If the claimant does not provide all the necessary information for the Plan Administrator to process the appeal, the Plan Administrator may request additional information and set deadlines for the claimant to provide that information.

The Plan Administrator will make a decision with respect to such an appeal within sixty (60) days after receiving the written request for such appeal. The claimant will be advised of the Plan Administrator's decision on the appeal in writing. The notice will set forth: (1) the specific reasons for the decision; (2) the specific reference to Plan provisions upon which the decision on the appeal is based; and (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to his or her claim.

AMENDMENT/TERMINATION/VESTING

An eligible employee has no vested right to severance benefits under the Plan. The Town reserves the right, in its sole discretion, to amend or terminate the Plan in writing at any time, signed by any authorized officer of the Town.

NO ASSIGNMENT

Severance benefits payable under the Plan shall not be subject to assignment, transfer, garnishment, attachment, alienation, pledge, sale, execution or encumbrance of any kind and any attempt to do so shall be void, except as required by law.

RETURN OF SEVERANCE PAYMENTS

An eligible employee shall be required to return to the Town all severance benefits (or portion thereof) that the Town paid by mistake of fact, mistake of law, or contrary to the terms of the Plan.

INTERNAL REVENUE CODE SECTION 409A **(Nonqualified Deferred Compensation Plans)**

To the extent that the Health Care Period during which the continued provision of medical and dental benefits falls within the first eighteen (18) months following the eligible employee's Voluntary Separation Date, such continued provision of medical and dental benefits is exempt from Section 409A of the Internal Revenue Code under Treasury Regulation Section 1.409A-1 (b)(9)(v)(B). To the extent

that the Health Care Period during which the continued provision of medical and dental benefits extends beyond such period, the following shall apply: (i) the premiums for continued medical and dental coverage shall be paid on a monthly basis; (ii) any amounts paid to or on behalf of the employee as reimbursement for medical and/or dental expenses shall be paid on or before the last day of the year following the year in which such expense was incurred; (iii) any amounts paid to or on behalf of the employee as reimbursement for medical and/or dental expenses during one year will not affect the employee's eligibility for amounts paid to or on behalf of the employee as reimbursement for medical and/or dental expenses during any other year; and (iv) the right to continued coverage beyond the initial twelve (12) month continuation period is not subject to liquidation or exchange for another benefit. This paragraph shall be administered and interpreted consistent with Treasury Regulation Section 1.409A-3 (i)(l)(iv).

NO REPRESENTATIONS CONTRARY TO THE PLAN

No employee, officer, director, trustee or elected official of the Town has the authority to alter, vary or modify the terms of the Plan, except by means of an authorized written amendment. No verbal or written representations contrary to the terms of the Plan and its written amendments shall be binding upon any person or entity.

NO GUARANTEE OF EMPLOYMENT

The Plan shall not confer reemployment rights with the Town upon any person. No person shall be entitled, by virtue of the Plan, to remain employed by the Town and nothing in the Plan shall restrict the right of the Town to terminate an eligible employee's, or any other person's, employment at any time.

PLAN FUNDING

No eligible employee shall acquire by reason of the Plan any rights in or title to Town assets, funds, or property. All severance benefits are unfunded obligations of the Town and the Town shall pay them from its general assets. No employee, officer, director or agent of the Town guarantees in any manner the payment of Plan severance benefits.

APPLICABLE LAW

The Plan shall be governed and construed in accordance with the State of Illinois, without regard to its conflict of law provisions.

SEVERABILITY

If the Plan Administrator or a court of competent jurisdiction finds, holds or deems any provision of the Plan to be void, unlawful or unenforceable under any applicable statute or other controlling law, the provision shall be severed from the Plan and the remainder of the Plan shall continue in full force and effect.

MISCELLANEOUS PROVISIONS

All Town property (i.e., keys, credit cards, documents and records, printers, laptop computers, pagers, identification cards, equipment, automobile, car/mobile telephones, parking sticker, passwords, access codes, etc.) must be returned by an eligible employee as of his or her Voluntary Separation Date.

The Plan is hereby authorized by the Town, effective July 1, 2022 , by execution of this Plan, by the Town's duly authorized officer.

Town of Cicero

Larry Dominick
Town President

ATTACHMENT I

TOWN OF CICERO
2022 VOLUNTARY SEPARATION INCENTIVE PLAN
APPLICATION FORM

I believe I am eligible for the Town of Cicero Voluntary Separation Incentive Plan (the "Plan") and wish to apply for Plan benefits.

I acknowledge and agree that I understand the terms and conditions of the Plan and that my decision to apply is voluntary, and that I have been advised to consult with an attorney and my Union representative (if applicable).

I wish to voluntarily separate from my employment with the Town of Cicero on (insert a date occurring on or before October 14, 2022) _____, 2022 ("Voluntary Separation Date"). (If you do not insert a date on or before October 14, 2022 , and if your application is accepted, your Voluntary Separation Date will be October 14, 2022).

I understand that if my application is accepted, I may revoke my signed application form by notifying the Human Resources Director, in writing, on or before the earlier of 5:00 p.m. on my Voluntary Separation Date or 5:00 p.m. on October 14, 2022 . I acknowledge that if I timely revoke my application form, I will not be entitled to any severance benefits under the Plan.

I also understand that if my application is accepted and I do not timely revoke my application, my employment will be terminated as of my Voluntary Separation Date regardless of whether I execute the Waiver and Release Agreement.

I further acknowledge that in order to receive the receive the severance benefits described in the Plan, I must sign the *final* Waiver and Release Agreement on or after my Voluntary Separation Date, but not before my Voluntary Separation Date. If I do not sign the Waiver and Release Agreement, or if I revoke my signed Waiver and Release Agreement, I acknowledge that I will not be entitled to any severance benefits under the Plan.

ATTACHMENT I

TOWN OF CICERO
2022 VOLUNTARY SEPARATION INCENTIVE PLAN

Name of Eligible Employee - Please Print

Signature of Eligible Employee

Eligible Employee's Social Security Number

Date

PLEASE RETURN TO:

Town of Cicero
Human Resources Department
4949 W. Cermak Rd.
Cicero, IL 60804

RECEIVED BY:

Human Resources Department

Printed Name

Title

-----▼ 2022
Date

_____ a.m./p.m. (circle)
Time

ORIGINAL COPY TO BE RETAINED BY THE HUMAN RESOURCES DEPARTMENT
PHOTOCOPY TO BE GIVEN TO EMPLOYEE FOR HIS/HER RECORDS

ATTACHMENT II

TOWN OF CICERO
VOLUNTARY SEPARATION INCENTIVE PLAN

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement ("Agreement"), is executed, made, and entered into on this ____ day of _____, 2022 (the "Effective Date") by and between _____ (name of employee), an individual ("Employee"), and the Town of Cicero ("Town" or "Employer") (Employee and Employer, and each are from time to time hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Employee is currently employed by the Town as _____ (title or job description);

WHEREAS, the Town has offered certain employees participation in a program known as the Town of Cicero Voluntary Separation Incentive Plan (the "Plan");

WHEREAS, Employee has submitted an application to participate in the Plan, and the Plan Administrator has determined that Employee is eligible to participate pursuant to the terms of the Plan;

NOW THEREFORE, for good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the Parties hereby undertake the obligations set forth below and otherwise agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.
2. Resignation of Employment. Effective on the ____ day of _____ 2022 (the "Voluntary Separation Date"), Employee voluntarily resigns his/her employment with the Town, and Employee shall cease conducting business by or on behalf of the Town.
3. Payment Terms. Employee shall receive the amounts set forth below (referred to as "Severance Payment") from, or on behalf of, the Town, provided the Town has received an original of this Agreement executed and dated by Employee.

Option 1.

- (2) Severance Pay: Twenty percent (20%) of base salary, less required federal and state tax withholdings.

Option 2

- (1) Severance Pay: Ten percent (10%) of base salary, less required federal and state tax withholdings; and
- (2) Medical and Dental Health Care Premium Payments: For employees participating in either the Town's health and dental insurance program, the Plan offered and administered by Local 150 of the Midwest Operating Engineers as of January 31, 2022, or the Plan offered and administered by Local 705 of the Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union, the Town will pay the full cost of your (and your eligible dependents' (if they also are participants as of January 31, 2022) monthly medical and dental care premiums for whatever level of coverage you had as of January 31, 2022 under COBRA or the Town of Cicero Comprehensive Medical and Dental Plans for a period of twelve (12) months from your date of separation.

Employee acknowledges that the Payments in this Paragraph 3 constitute adequate consideration for Employee's promises herein, and that Employee would not otherwise be entitled to these payments.

Employee further acknowledge that he or she has received all other compensation, including but not limited to, payment for accrued unused vacation, personal days and, where applicable pursuant to a collective bargaining or written agreement, sick days to which he or she was entitled from the Town upon his or her separation from employment.

4. Employee Waiver and Release. In consideration for the severance benefits to be provided to me under the terms of the Town of Cicero Voluntary Separation Incentive Plan (the "Plan"), which I acknowledge to be additional to any other compensation or benefits that the Town is obligated to provide, I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns, hereby waive, release and forever discharge the Town, its trustees, employees, and agents, past, present, and future, and each of its and their respective successors and assigns (hereinafter collectively referred to as " Releasees"), from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have or could be asserted against the Releases arising out of or related to my employment with and/or separation from employment with the Employer and/or any of the other Releases and/or any other occurrence up to and including the date of this Waiver and Release Agreement, including, but not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. 1981,1983,1985,1988, and all amendments to the foregoing statutes; the Age Discrimination in Employment Act, as amended; the Employee Retirement Income Security Act, as amended; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act, as amended; the Illinois Human Rights Act, as amended; the Wage Payment and Collection Act, as amended; the Illinois Public Labor Release Act, as amended; the Public Employee Disability Act, as amended; the Public Safety Employee Benefits Act, as amended; and/or any and all other federal, state, and local, or municipal employment discrimination or personal statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions,

causes of action or liabilities based on race, color, age, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, off-duty conduct, arrest or conviction record, marital status, parental status, military or veteran status, source of income, genetic background or predisposition, entitlement to benefits, attainment of benefit plan rights, union activities, harassment, retaliation, or any other status or conduct protected by local, state or federal law, constitutions, regulations, ordinances or executive orders); and/or

- any and all claims, actions, causes of action or liabilities asserting the Town has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or
- any and all claims, actions, causes of action or liabilities whatsoever including, but not limited to, claims asserting the Town has violated public policy, statutory or common law, including claims for: severance pay, wrongful termination, personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to me or any member of my family; promissory estoppel; claims based upon breach of contract; and/or
- claims, actions, causes of action or liabilities arising under any other common law; federal, state, or local statute, law, ordinance, or regulation; or other claim whatsoever arising out of, or relating to, my employment with, and/or separation from, employment with the Town and/or any of the other Releases; and/or
- any and all claims, actions, causes of action, or liabilities asserting the Town is in any way obligated for any reason to pay me damages, expenses, litigation costs (including attorneys' fees) back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

Notwithstanding the above General Release of all claims, I am **not** waiving or releasing: (i) claims for workers' compensation; (ii) claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time I signed this Waiver and Release Agreement; (iii) claims arising after the date on which I sign this Waiver and Release Agreement; (iv) claims for vested or accrued benefits under a State employee benefit plan; (v) claims under state law which I may have for indemnification and for legal defense (or legal fees) against the Town for acts I took while engaged in the performance of my duties as a public employee; or (vi) my rights to file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or any other employment practices agency and to participate in an agency investigation.

Employee represents that he or she has not suffered any on-the-job injury for which he or she has not already filed a claim.

5. No Reinstatement or Reemployment. I further waive, release and discharge release from any reinstatement rights which I have or could have, and further waive any right to any monetary recovery should any federal, state or local administrative agency pursue any claims on my behalf arising out of, or related to, my employment or separation from employment with the Town.

I also agree not to seek or accept reemployment with the Town, and further agree that the Town will be under no obligation to employ me or re-employ me, or to consider me for employment or reemployment. This prohibition may only be waived in writing by the Town President.

6. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

7. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, including the "Whereas" clauses, are contractual and not mere recitals.

8. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

9. Amendment. This Agreement may be amended only by a written document signed by Employee and an authorized Executive Officer of the Town.

10. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the Town's discretion, remain enforceable

11. Right to Counsel. Employee acknowledges that he or she was informed that he or she has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that he or she has been advised by competent legal counsel of his or her own choosing in connection with the review and execution of this Confidential Settlement Agreement.

12. Employee Acknowledgment. Employee declares that he or she has completely read this Agreement and acknowledges that it is written in a manner calculated to be understood by Employee. Employee fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Employee agrees and acknowledges that he or she has had the full opportunity to investigate all matters pertaining to his or her claims, if any, and that the waiver and release of all rights or claims he or she may have under any local, state or federal law is knowing and voluntary.

13. Time to Consider Agreement and Right to Revoke. Employee understands that he or she has been given at least twenty-one (21) days to consider the meaning and effect of this Waiver and Release Agreement (the "Consideration Period") prior to signing this Agreement, and agrees that this Consideration Period has been reasonable and adequate. Employee understands that he or she has seven (7) days from the day Employee signs this Agreement to revoke Employee's acceptance of this Agreement (the "Revocation Period") by so advising the Plan Administrator in writing. Employee understands that this Agreement shall not become effective or enforceable until this Revocation Period has expired. Employee understands that if he or she revokes this Waiver and Release Agreement, he or she will not be entitled to severance benefits under the Plan.

14. Execution. All persons executing this Agreement have the power and authority to bind the respective Party he or she represents. This Agreement may be signed in counterpart originals with the effect as if all signatures were on the same piece of paper.

**PLEASE READ CAREFULLY. THIS DOCUMENT INCLUDES
EMPLOYEE'S RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREFORE, the Parties hereto have executed this Agreement with their hands and seals on the dates set forth beneath their signatures.

I acknowledge and agree that I have carefully read and fully understand all of the provisions of this Waiver and Release Agreement and that I voluntarily enter into this Agreement by signing below.

TOWN OF CICERO

[INSERT EMPLOYEE NAME]

By: _____

Title: _____

Date:.....

Date: _ _ _ _ _

PLEASE RETURN SIGNED ORIGINAL TO:

Town of Cicero
Human Resources Department
4949 W. Cermak Rd.
Cicero, IL 60804

**ONCE EXECUTED BY BOTH PARTIES AND THE SEVEN (7) DAY
REVOCATION PERIOD HAS EXPIRED, A COPY WILL BE PROVIDED
TO THE EMPLOYEE FOR HIS OR HER RECORDS**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A PARKING VARIANCE FOR THE PROPERTY
COMMONLY KNOWN AS 6122 WEST CERMAK ROAD, CICERO, ILLINOIS**

**Published in pamphlet form
by the authority of the President
and the Board of Trustees of the
Town of Cicero**

Date of Publication: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A PARKING VARIANCE FOR THE PROPERTY
COMMONLY KNOWN AS 6122 WEST CERMAK ROAD, CICERO, ILLINOIS**

WHEREAS, the property located at 6122 West Cermak Road, Cicero, Illinois (the “Property”) is located in the C-2 zoning district in the Town of Cicero (the “Town”); and

WHEREAS, Orlando Ortega (the “Applicant”) seeks a parking variance to allow the Applicant to purchase three (3) “El Strip” passes in order to satisfy the parking requirements (the “Zoning Relief”) in connection with the operation of a mini-mart with a deli (the “Proposed Use”) at the Property; and

WHEREAS, pursuant to the Cicero Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”), the Proposed Use is a permitted use in the C-2 zoning district; and

WHEREAS, the Zoning Ordinance requires three (3) off-street parking spaces for the Proposed Use; and

WHEREAS, the Applicant has zero (0) off-street parking spaces available; and

WHEREAS, in light of the above, the Applicant submitted an application to the Town’s Zoning Board of Appeals (the “ZBA”) seeking the Zoning Relief so that the Applicant may operate the Proposed Use at the Property; and

WHEREAS, the ZBA held a public hearing, pursuant to proper notice, on the Applicant’s request for the Zoning Relief (the “Hearing”); and

WHEREAS, based on the testimony given at the Hearing, the ZBA made certain findings of fact and conclusions with respect to the Zoning Relief and made a recommendation to the Town Board that the Zoning Relief be granted subject to the conditions stated therein (collectively, the “Findings and Recommendation”); and

WHEREAS, a copy of the Findings and Recommendation is attached hereto as Exhibit A and is incorporated herein by reference as if set forth in full; and

WHEREAS, the Town Board has determined that granting the Zoning Relief will not negatively alter the essential character of the locality, will not endanger the public safety and will not be detrimental to the public welfare or injurious to other property or improvements;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, in the exercise of its home rule powers as follows:

Section 1. Recitals. The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

Section 2. Grant of Zoning Relief; Term; Conditions. The Findings and Recommendation are hereby adopted. The Town Board concurs with the Findings and Recommendation and, in accordance with the findings and conclusions stated therein, hereby grants the Zoning Relief and allows for the operation of the Proposed Use at the Property, subject to the conditions specified by the ZBA and set forth in the Findings and Recommendation. The term of the Zoning Relief shall be until the Applicant transfers, leases, or otherwise assigns his interest in the Property, and upon the occurrence of any of those transactions, the Zoning Relief granted hereunder shall terminate.

Section 3. Savings Clause. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect. Such suits and rights shall continue in full force to the same extent and with like effect as if this Ordinance be taken, construed, or held to avoid or impair any cause of action now existing under any ordinance of the Town, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed this _____ day of _____, 2022.

Larry Dominick, President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage:

Date of Publication:

EXHIBIT A

FINDINGS AND RECOMMENDATION



FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS

RE: 6122 West Cermak Road, Cicero, Illinois (the “Subject Property”)

GRANT OF PARKING VARIANCE

On May 25, 2022, the Zoning Board of Appeals (the “ZBA”) of the Town of Cicero (the “Town”) recommended granting a parking variance to operate a mini-market with a deli based on the following:

1. Orlando Ortega (the “Applicant”) seeks to operate a mini-mart with a deli (the “Proposed Use”) at the Subject Property, which is located in the C-2 zoning district; and
2. Pursuant to the provisions of the Town’s Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”), the Proposed Use is a permitted use in the C-2 zoning district; and
3. The Zoning Ordinance further requires three (3) off-street parking spaces for the Proposed Use; and
4. The Subject Property does not have three (3) available off-street parking spaces for the Proposed Use; and
5. Accordingly, the Applicant submitted an application to the ZBA seeking a parking variance (the “Zoning Relief”) in connection with the operation of the Proposed Use at the Subject Property; and
6. In accordance with the Illinois Compiled Statutes and the Zoning Ordinance, notice of the public hearing before the ZBA regarding the Zoning Relief was published in one or more newspapers published in the Town; and
7. The hearing was held on May 25, 2022 (the “Hearing”), and the Applicant provided credible evidence establishing that: (a) the Applicant intends to open a mini-mart with a deli at the Subject Property, which used to be a heating and cooling business; (b) the Applicant will not be selling alcohol; (c) the proposed hours of operation are Monday through Saturday from 9:00 a.m. to 5:00 p.m. and Sunday from 9:00 a.m. To 4:00 p.m.; and (d) the Applicant does not have any off-street parking but is willing, as a condition (the “Condition”) of any zoning relief granted, to purchase three (3) “El Strip” parking passes to satisfy the parking requirement and will annually purchase said three (3) “El Strip” parking passes upon business license renewal; and
8. The Applicant also request that the findings of fact period be waived in order to expedite the approval of his business license request, which was granted by the

ZBA; and

9. Furthermore, in light of the above, the Applicant established the following: (a) the Zoning Relief will not negatively alter the essential character of the locality; (b) the Zoning Relief will not endanger the public safety; and (c) the Zoning Relief will not be detrimental to the public welfare or injurious to other property or improvements.

CONCLUSION; CONDITION

The Applicant provided evidence that the requested Zoning Relief would comply with the requirements set forth in the Zoning Ordinance. The Proposed Use will not alter the essential character of the area nor negatively impact neighboring property values and the Applicant agrees to the Condition as stated herein. Based on the foregoing, the ZBA recommends granting the Zoning Relief to allow the Applicant to operate the Proposed Use at the Subject Property subject to the Condition stated above.

Jessica Jaramillo, Chair

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN
QUOTE FROM CURRENT TECHNOLOGIES CORPORATION FOR
EQUIPMENT AND SERVICES FOR THE TOWN OF CICERO, COUNTY
OF COOK, STATE OF ILLINOIS.**

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

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

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

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

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

WHEREAS, the Department recognizes the need to replace the surveillance cameras (the “Equipment”) in the Town Hall parking structure for the safety of employees of the Town and visitors to Town Hall; and

WHEREAS, Current Technologies Corporation (“Current”), has provided the Town with a quote (the “Quote”) for the purchase of the Equipment and the installation of the same (collectively, the “Equipment and Services”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to approve the Quote for the purchase of the Equipment and Services; and

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby authorizes and approves the purchase of the Equipment and Services in accordance with the terms of the Quote and ratifies any and all previous

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Town of Cicero
POLICE
DEPARTMENT

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

Jerry R. Chlada, Jr.
Superintendent of Police

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

Subj: Parking Structure Surveillance Cameras

Madam Clerk,

17-May, 22

I have recently learned that the current surveillance cameras located within the town hall parking structure are not functioning properly and are in need of being replaced. These cameras have been in place since the structure was originally built in 2007 and are outdated and unable to be repaired

Attached is quote number CTCQ21880 in the amount of \$14,664.48 from Current Technologies. This quote is to replace all of the existing surveillance cameras within the entire parking structure.

Current Technologies has previously been approved by the Town of Cicero Board of Trustee's to be the Town of Cicero's surveillance camera vendor. Once this project is completed, these cameras will be part of the town's surveillance camera system that is currently in place and is currently being maintained by Current Technologies.

At this time I respectfully request that the Town of Cicero Board of Trustee's consider approving this project at the next regularly scheduled town board meeting.

Sincerely,

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

**Current Technologies Corporation**

401 Eisenhower Lane South

Lombard, IL 60148

www.currenttech.net

630.388.0240

Prepared For:**Cicero, Town of**

Dominic Schullo

4949 West Cermak Road

Cicero, IL 60804-3435

United States

(708) 652-2130

dschullo@thetownofcicero.com

Quote

CTCQ21880

Quote Created: 4/27/2022

Quote Expires: 5/31/2022

By: Sboonstra

Description:

Cicero, Town of - Parking Garage Replacement Cameras

Parking Garage Cameras to be replaced:

PG 1ST FLR ELV LOBBY *
PG 1ST FLR SW *
PG 1ST FLR ENTRANCE SOUTH *
PG 3RD FLR STAIR 1 *
PG 3RD FL STAIR 2 *
PG 1ST FLR INT STAIR *
PG 3RD FLR ELV LOBBY *
PG 2ND FL ELV LOBB *
PG 2ND FLR STAIR 1 *
PG 1ST FLR STAIR 2 *
PG 1ST FLR ENTRANCE NORTH *
PG 4TH FL STAIR 1 *
PG 4TH FL PG ELV LOBBY *
PG NORTH LOT PTZ *
PG 3RD FL STAIR 3 *
PG PARKING GARAGE *
PG 1ST FLR SOUTH PTZ *
PG 2ND FLR SOUTH PTZ *
PG EAST LOT PTZ *
PG 1ST FLR NORTH PTZ *
PG 3RD FLR SOUTH PTZ *
PG ROOF *
PG ROOF STAIRWELL *
PG 2nd FL NORTH PTZ *

Assumptions:

- Access to all areas needed
- Existing cable will be used
- Existing switches will be used

| Line | Qty | Description | Unit Price | Ext. Price |
|------|-----|---|------------|-------------|
| 1 | 24 | Wisenet QNV-8080R 5 Megapixel HD Network Camera - Monochrome - Dome - 98.43 ft - MJPEG, H.264, H.265 - 2592 x 1944 - 3.20 mm- 10 mm Zoom Lens - 3.1x Optical - CMOS - Ceiling Mount | \$529.09 | \$12,698.16 |
| 2 | 24 | Hanwha Techwin SBV-136BW Mounting Box for Network Camera - White | \$33.49 | \$803.76 |
| 3 | 24 | Current Technologies - Outdoor Device Installation Materials Bundle (for wireless access points, cameras or other devices) | \$48.44 | \$1,162.56 |

| Line | Qty | Description | Unit Price | Ext. Price |
|------|-----|-------------|------------|------------|
|------|-----|-------------|------------|------------|

SubTotal \$14,664.48

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

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

Agreed and Accepted by _____ Date _____ PO# _____

RESOLUTION NO. _____

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

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

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

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

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

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

WHEREAS, the Department recognizes the need to hire five (5) additional police officers for the Town (the "Candidates"); and

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

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

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

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby accepts, authorizes, and approves the Invoice and ratifies

any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Town of Cicero
POLICE
DEPARTMENT

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

Jerry R. Chlada, Jr.
Superintendent of Police

To: Maria Punzo-Arias – Town Clerk
From: Jerry R. Chlada Jr. – Superintendent of Police
Date: 23-May, 2022
Subj: Cook County Sheriff's Police Academy Invoice

Madam Clerk,

Attached you will find an invoice from the Cook County Sheriff's Police Academy in the amount of \$19,500.00. This invoice is for the Five (5) police recruits (Carrillo, Nestor, Mathis, Skylar, Ramos, Salvador, Rodriguez, Aaron and Suarez, Luis) that are currently enrolled in the Cook County Sheriff's Police Academy and scheduled to graduate on 18-August, 2022. This invoice must be paid PRIOR to these officers taking their state examination on 12-August, 2022.

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

[Redacted Signature]
Jerry R. Chlada Jr.
Superintendent of Police
Cicero Police Department

Cook County Sheriff's Police Training Academy
2000 5th Avenue
River Grove, IL 60171

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

Invoice

Invoice # 22-3-6
Date: May 13, 2022

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

For:

Recruit Tuition Fee

| RECRUIT | AMOUNT |
|------------------------|------------------|
| CARRILLO-GIRON, NESTOR | \$ 3,250.00 |
| MATHIS, SKYLAR | \$ 3,250.00 |
| ORTEGA, DAVID | \$ 3,250.00 |
| RAMOS, SALVADOR | \$ 3,250.00 |
| RODRIGUEZ, AARON | \$ 3,250.00 |
| SUAREZ, LUIS | \$ 3,250.00 |
| TOTAL: | 19,500.00 |

Please make check for Tuition payable to:

Cook County Sheriff's Police Training Academy
Robert Collins Building Room 308
2000 5th Avenue
River Grove, IL. 60171

TOWN OF CICERO

4949 W. CERMAK ROAD

CICERO, ILLINOIS 60804

00,57209
PURCHASE REQUEST
28637

TO: Cook County Sheriff's Police Training Academy
Robert Collins Building Rm 308
2000 5th Ave
River Grove, IL 60771

DATE: 5/12, 2022

DEPARTMENT: Police Dept

ACCOUNT NO: [REDACTED]

| QUANTITY | CAT NO. | DESCRIPTION | PRICE | TOTAL |
|----------|---------|---------------------|-------|------------------------|
| | | Recruit tuition fee | | \$19,500 ⁰⁰ |
| | | | | |
| | | | | |
| | | Inv# 22-3-6 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | \$19,500 ⁰⁰ |

PLEASE NOTE:
THIS IS A REQUEST, NOT A PURCHASE ORDER.

WHITE - CLERK'S COPY YELLOW - DEPT. HEAD'S COPY

HEAD OF DEPARTMENT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION IN THE CASE *DAVIS V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town and a Town employee were named as defendants (the “Defendants”) in a lawsuit brought by Ogie Davis (the “Plaintiff”), styled *Ogie Davis v. Adrian Gasca and The Town of Cicero*, Case No. 21 L 000195, regarding injuries allegedly sustained in a motor vehicle accident with a Town owned vehicle (the “Litigation”); and

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

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

WHEREAS, the Town does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers, or officials, but the Plaintiff and the Defendants (together, the “Parties”) wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendants, on one hand, and the Plaintiff, on the other hand, the Town hereby authorizes the Town Attorney (the “Attorney”) to settle the Litigation for an amount not to exceed \$30,000.00; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to authorize settlement of the Litigation as set forth herein; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the Attorney to settle the Litigation for an amount not to exceed \$30,000.00, and to further authorize the President, or his designee, to approve any such settlement agreement (the “Settlement Agreement”) which

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

• MEMORANDUM •

TO: Board of Trustees, Town of Cicero

FROM: Veronica Bonilla-Lopez-Del Galdo Law Group, LLC

DATE: May 31, 2022

RE: Ogie Davis v. Adrian Gasca & Town of Cicero – 21 L 000195

ATTORNEY-CLIENT PRIVILEGED

This memo is to request approval of settlement on the subject matter litigation.

I. Summary of Facts and Proposed Resolution

The case involves a January 20, 2020 vehicle collision at 16th Street and 57th Street. Adrian Gasca (“Gasca”), an employee of the Police Department was traveling westbound on 16th towards 57th Avenue. Gasca, distracted by the on board police computer collided with the rear bumper of the vehicle (2007 Dodge Charger) of Ogie Davis (“Davis”) who then struck the vehicle in front of his (2002 Chrysler Town & Country) driven by an individual by the name of Mario Medrano.

Plaintiff made a settlement demand of \$50,000. A memo seeking authority to settle the matter, dated April 7, 2022, was circulated to the Board of Trustees for the Town of Cicero and members were polled. Settlement authority was approved at no more than \$30,000.

Attached is a settlement contract signed by Plaintiff and a court order dismissing the case with prejudice. I am requesting approval of the settlement at \$30,000 as contemplated in the attached resolution.

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

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

OGIE L. DAVIS, JR.

v.

No. 2021 L 000195

ADRIAN GASCA, Individually & as Agent and

Employee of the Town of Cicero, and
THE TOWN OF CICERO**AGREED DISMISSAL ORDER**

This cause coming on to be heard upon the regular call of cases for Status and it appearing to the Court that this said cause has been settled by agreement of the parties.

IT IS HEREBY ORDERED that the above entitled cause be and the same is hereby dismissed with prejudice and without costs.

IT IS FURTHER ORDERED that the Court retains jurisdiction to effectuate the settlement, including enforcement, adjudication of liens, approval where necessary and any other pendant matters.

Voluntary mediation was not utilized in reaching this settlement.

The January 6, 2023 at 10:00 AM CMC date is hereby stricken.

Attorney No.: 47323

Name: Conway Law Office, P.C.

Atty. for: Plaintiff

Address: 77 W Washington St. Ste 1113

City/State/Zip: Chicago, IL 60602

Telephone: 312-782-3553

ENTERED:

Dated: _____, _____

Judge

Judge's No.

**SETTLEMENT AGREEMENT, GENERAL
RELEASE, AND COVENANT NOT TO SUE**

OGIE L. DAVIS, JR., ("PLAINTIFF"), and the TOWN OF CICERO (the "TOWN"), on behalf of the TOWN and ADRIAN GASCA ("DEFENDANTS"), voluntarily agree to completely settle and resolve (a) all claims PLAINTIFF may have against the DEFENDANT and (b) all claims PLAINTIFF may have for attorneys' fees and costs incurred in prosecuting their claims, as of the time PLAINTIFF and PLAINTIFF'S COUNSEL execute this Settlement Agreement, General Release and Covenant Not to Sue ("Agreement"), in accordance with the terms of this Agreement, including, but not limited to, all issues related to or arising out of the allegations set forth in PLAINTIFFS' Lawsuit (defined below), as follows:

R E C I T A L S

WHEREAS, PLAINTIFF filed a lawsuit against the DEFENDANTS, entitled OGIE L. DAVIS, JR., V. ADRIAN GASCA and TOWN OF CICERO (the "Town"), in the Circuit Court of Cook County, State of Illinois, County Department, Law Division, Case No. 2021-L-000195 alleging personal injury as a result of a vehicle accident on or about January 20, 2020 at or near the location of 16th Street and 57th Street, in the County of Cook, Town of Cicero, State of Illinois, (hereafter "the Lawsuit"); and

WHEREAS, DEFENDANTS have filed an answer denying all material allegations of the Lawsuit and has denied and continues to deny that they engaged in any wrongful or improper conduct and further deny they are liable to PLAINTIFF on any grounds; and

WHEREAS, PLAINTIFF, PLAINTIFF'S COUNSEL, and DEFENDANTS (collectively referred to as the "Parties") have determined that it is in their respective best interests to resolve the disputes between and among them for the purpose of avoiding future controversy, costs, legal fees, inconvenience, and any future litigation regarding these matters; and

NOW, THEREFORE, for and in consideration for the provisions, covenants and mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. Settlement Terms. In full satisfaction of any and all claims of PLAINTIFF and PLAINTIFF'S COUNSEL have or may have against DEFENDANTS, the Parties hereby agree to the following terms of settlement:

- a. The TOWN agrees to pay the total sum of Thirty Thousand Dollars and No/100 (\$30,000.00) to PLAINTIFF and PLAINTIFFS' COUNSEL provided it has received this Agreement signed and duly executed by PLAINTIFF and PLAINTIFF'S COUNSEL. Payment shall be made by

check made payable to "OGIE L. DAVIS, JR., AND CONWAY LAW OFFICE, P.C.."

- b. Prior to the mutual execution of this Agreement, PLAINTIFF agrees to file with the Court an order dismissing the Complaint with prejudice. PLAINTIFF further represents that no lawsuit, charge, claim or other complaint remains pending with any local, state or federal court and/or administrative agency other than the Lawsuit referenced above. In the event DEFENDANTS receive notice that any local, state or federal court and/or administrative agency has a lawsuit, claim, charge, or other complaint pending against DEFENDANTS by PLAINTIFF, then PLAINTIFF agrees to execute such documentation as may be necessary to have such lawsuit, charge, claim or other complaint immediately dismissed with prejudice at no cost to DEFENDANTS.

3. Attorney Fees and Expenses. With the exception of the payment specified in Paragraph 2(a), each Party to the Lawsuit is responsible for the payment of his, her or its own attorneys' fees, costs, disbursements, expenses, or any other monies expended in connection with this matter.

4. Release and Covenant Not to Sue.

- a. To the greatest extent permitted by law, PLAINTIFF, for himself and attorneys, Insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge ADRIAN GASCA and the TOWN OF CICERO, regarding all claims he has or might have as of the time of execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, PLAINTIFF, hereby fully, finally and unconditionally releases, compromises, waives and forever discharges the DEFENDANTS from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon PLAINTIFF'S allegations contained in the Lawsuit, and any alleged act or omission to act by the DEFENDANTS and/or any Released Party (as defined hereinbelow in Paragraph 4(d)), whether related or unrelated to the allegations contained in the Lawsuit, accruing prior to the execution, by PLAINTIFF, of this Agreement. PLAINTIFF further waives any right to any form of recovery, compensation or other remedy in any action brought by him or on his behalf.
- b. To the greatest extent permitted by law, PLAINTIFF and PLAINTIFF'S COUNSEL fully, finally, and unconditionally releases, compromises,

waives and forever discharges DEFENDANTS and the Released Parties (as defined in hereinbelow in Paragraph 4(d)) from and for any and all claims, liabilities, suits, demands, debts, liens, damages, costs, injuries, actions or rights of action of any nature whatsoever, based directly or indirectly upon PLAINTIFF'S and/or PLAINTIFF'S COUNSEL'S claim for fees and/or costs incurred prosecuting the Lawsuit.

- c. This Agreement includes and extinguishes all claims PLAINTIFF may have for Equitable and legal relief, attorneys' fees and costs. Moreover, PLAINTIFF and PLAINTIFF'S COUNSEL specifically intend and agree that this Agreement fully contemplates claims for attorneys' fees and costs, and hereby waive, compromise, release and discharge any and all such claims or liens. Moreover, PLAINTIFF and PLAINTIFF'S COUNSEL specifically intend and agree that this Agreement fully contemplates claims for all medical and/or treators' or related service liens and costs, and hereby waive, compromise, release and discharge any and all such claims or liens which in any fashion could attach to DEFENDANT.
- d. PLAINTIFF agrees that this release and covenant not to sue includes all claims and potential claims of PLAINTIFF against ADRIAN GASCA and the TOWN, and all of its current, former and future elected officials, trustees, commissioners, officers, members, attorneys, counselors, representatives, administrators, affiliates, fiduciaries, insurers, employees and/or agents, including, but not limited to, any affiliated or related entities or persons, including but not limited to, partners or joint ventures, and as intended third-party beneficiaries, all of their predecessors, successors, heirs and assigns, and their past, present and future elected officials, commissioners, officers, members, agents, attorneys, employees, representatives, trustees, administrators, affiliates, fiduciaries and insurers, and related persons or entities, jointly and severally, in their individual, official, fiduciary and corporate capacities (collectively referred to as the "Released Parties").

5. No Assignment. PLAINTIFFS and PLAINTIFF'S COUNSEL expressly represent and promise that neither has assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against the Released Parties (as defined in Paragraph 4(d)); (b) any rights that either party may have had to assert claims on their/its behalf or on behalf of others against the Released Parties; and (c) any right they/it has or may have to the money to be paid to PLAINTIFF and/or PLAINTIFF'S COUNSEL pursuant to this Agreement. PLAINTIFF and PLAINTIFF'S COUNSEL promise that any monies, benefits or other consideration he/it receives from the DEFENDANTS are not subject to any liens, garnishments, mortgages or other charges, and no one else has any claim to any portion of the proceeds to be paid to PLAINTIFF and/or PLAINTIFF'S COUNSEL pursuant to this Agreement.

6. Resolution of Claims. PLAINTIFF and PLAINTIFF'S COUNSEL agree that this Agreement, including the payment of monies, resolves the Lawsuit which PLAINTIFF filed against the TOWN and ADRIAN GASCA. PLAINTIFF represents and warrants that he does not have any other claims against the Released Parties and that no such claims are pending before any court, agency or other person or entity. The Parties agree that the sum paid pursuant to this Agreement specifically includes payment for any and all liens or claims, by whomsoever made, including but not limited, for or on account of medical bills incurred, deductibles, of any subrogee, doctors, including but not limited to hospitals, medical services, U.S. government claims or liens, any and all workers' compensation liens, Medicare and/or Medicaid, Department of Public Aid liens, attorney's liens, including but not limited to liens from CONWAY LAW OFFICE, P.C. (and its/their successor firms if any). PLAINTIFF further agrees in consideration of payment hereunder to make payment of any and all liens or claims growing out of the incident in question and to hold harmless the Released Parties from any such liens or claims.

7. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement. This agreement is gender neutral.

8. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.

9. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

10. Amendment. This Agreement may be amended only by a written document signed by PLAINTIFF, PLAINTIFF'S COUNSEL and an Executive Officer of the TOWN.

11. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the DEFENDANTS' discretion, remain enforceable.

12. No Admission of Liability. This Agreement is being entered into solely for the purpose of settling the disputed claims of the Lawsuit, and shall not be construed as: (a) an admission by the Released Parties of any (i) liability of wrongdoing to PLAINTIFF, (ii) breach of any agreement, (iii) duty to indemnify or defend any defendant within the scope of this Agreement. The Released Parties specifically deny any liability or wrongdoing, and PLAINTIFF and PLAINTIFF'S COUNSEL agree that neither will state, suggest or imply the contrary to anyone either directly or indirectly, whether through counsel or otherwise.

13. RIGHT TO COUNSEL. PLAINTIFF ACKNOWLEDGES THAT HE WAS INFORMED THAT HE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, PLAINTIFF ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY

COMPETENT LEGAL COUNSEL OF HIS OWN CHOOSING IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT HE HAS HAD AN OPPORTUNITY TO NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.

14. Acknowledgement of Contents and Effect. PLAINTIFF declares that he has completely read this Agreement and acknowledges that it is written in a manner calculated to be understood by PLAINTIFF. PLAINTIFF fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enter into this Agreement. Further, PLAINTIFF agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims he may have under any local, state or federal law is knowing and voluntary.

15. Counterparts. This Agreement may be executed in Counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and signature pages may be transmitted via facsimile or comparable electronic transmission.

16. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year as indicated below.

OGIE L. DAVIS, JR.



Date: 5/23/2022, 2022

THE TOWN OF CICERO

By: Larry Dominick

Its: President

Date: _____, 2022

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | | |
|---|---|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CONWAY LAW OFFICE P.C. | | |
| 2 Business name/disregarded entity name, if different from above | | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 77 W. WASHINGTON # 1113 | Requester's name and address (optional) | |
| 6 City, state, and ZIP code CHICAGO, IL 60602 | | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|------------------------|-------------|
| Social security number | |
| <div></div> | <div></div> |

or

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, an individual retirement arrangement (IRA), and generally, payments must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►

Date ►

5/23/22
10/15/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, with the foregoing in mind, the Corporate Authorities determined that it is in the best interests of the Town and its residents to sponsor a special event on or about July 3, 2022 (the “Special Event”); and

WHEREAS, in connection with the Special Event, certain activities including, without limitation, a fireworks display will take place; and

WHEREAS, RKM Fireworks (“RKM”) provided the Town with an Agreement for a fireworks display (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which RKM will provide the professional fireworks display to the Town; and

WHEREAS, to ensure that the fireworks display is provided in a safe manner, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into an agreement with terms substantially the same as the terms of the Agreement; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement whereby RKM will provide a professional fireworks display to the Town in accordance with the terms of the Agreement, to further authorize

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

Firework Display Contract Service Agreement

This contract is between RKM Fireworks, Inc. (herein referred to as "RKM"), a Michigan based company with its principal place of Business at 27383 May Street Edwardsburg, MI 49112 and

Name of Sponsoring Organization: _____ Town of Cicero _____

Sponsor Contact Name: _____ Patty _____

Mailing Address of Sponsor: _____ 4949 West Cermak
Road _____

Email Address of Sponsor: _psturdevant@thetownofcicero.com _____ Sponsor Phone:
____ 708-656-
3600 _____

Billing Contact Name: _____ Patty _____

Billing Address: _____ same _____

Billing Email Address: _same _____ Billing Phone: _____ 708-656-3600 _____

RKM will supply the professional fireworks display including all necessary fireworks materials, equipment, and personnel in accordance with the specifications agreed to by the parties. Buyer agrees that the materials and methods used by the Seller to create the fireworks display is confidential and proprietary information that will be kept in strict confidence. The material manifest sheets for all shells and pyrotechnics included in the proposal will be made available for inspection by the Village Official designated by the Buyer to inspect the materials and the manifest. Buyer and the Village Official shall maintain the confidentiality of the manifest and agree that they will not copy or keep a copy of the manifest. No pictures can be taken of the racks or layout of the pyrotechnics. ~~In an event of a substitution of a product is necessary~~ due to a product not available, it will be replaced with the same or greater value.

1. Display(s)

| Display Date | Rain Date | Total Budget | Deposit Amount | Deposit Due Date |
|--------------|-----------------------|--------------|----------------|------------------|
| July 3, 2022 | Na | \$23,000 | \$11,500 | June 27, 2022 |
| Location | Cicero Community Park | | | |

2. Contract Period:

This contract is for the July 3, 2022 fireworks display.

3. Budget:

If a budget larger than that listed under section 1 is available; additional fireworks will be added to increase the size and dramatic impact of the display.



4. Payment(s):

Deposits of 50% is due at time of signing contract. Balance is due 1 week before the show.

5. Licenses & Insurance:

RKM shall carry and maintain applicable licenses, permits, and insurance policies including general liability, auto, and workers' compensation as required by law to conduct professional fireworks displays. RKM shall supply a certificate of general liability insurance in the amount of \$10,000,000. All those entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract.

6. Permits:

RKM will provide the state display permit. The sponsor agrees to provide any and all other necessary permits for the fireworks display as described in this contract. In the event that the Authority Having Jurisdiction (AHJ) will not sign the display permit, for the firework display as described in this contract, then RKM will not be obligated to provide the firework display as described in this contract.

7. Inclement Weather:

RKM will make every attempt to execute all fireworks displays as scheduled. RKM reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsors shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 30% of the display budget. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

8. Cancellation:

The following fees schedule will apply should the Sponsors elect to cancel a display included in this contract. Cancellation 90 or more days prior to display date shall result in a cancellation fee of 20%. Cancellation within 90 days of the display date shall result in a cancellation fee of 35%. Cancellation within 5 days of the display date shall result in a cancellation fee of 50%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 50%.

9. Safety & Workflow:

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. RKM personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display RKM will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor(s) shall conduct a final inspection of the display fallout area the morning following the display.

10. Security:



The Sponsors and RKM will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by a member of the fireworks setup crew. During the display, the Sponsors agree to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until RKM advises that security is no longer necessary. RKM reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.

11. Marketing:

RKM may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, RKM will seek approval from Sponsors before making such invitations.

12. Force Majeure:

RKM will take all reasonable steps to complete its obligations under this contract. However, RKM shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

13. Hold Harmless:

RKM agrees to indemnify and hold harmless the Sponsors, their agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which are the subject of this contract. The Sponsors agree to give the RKM prompt notice of any claims or demands and to cooperate with the RKM or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

The Sponsors agree to indemnify, and hold RKM harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this contract except for liability which is due solely to negligence on the part RKM.

14. Terms & Conditions:

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. [This agreement is non-binding irrespective of endorsement until a deposit \(as per section 4\) has been satisfied and notice presented by RKM.](#)



Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Name

Title

Work Phone

Cell Phone

Email Address





Contract accepted on behalf of Sponsor(s)

Signature

Please Print Name

Please Print Title

Date

Signature

Please Print Name

Please Print Title

Date

Signature

Please Print Name

Please Print Title

Date

Contract accepted on behalf of RKM

Signature

Please Print Name

Please Print Title

Date

RIDER TO AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between **RKM Fireworks Company** whose principal place of business is Edwardsburg, Michigan, sometimes hereinafter referred to as **Provider**; and **The Town of Cicero, Illinois**, an Illinois municipal corporation, sometimes hereinafter referred to as **Client**.

WITNESSETH:

WHEREAS, Provider has successfully provided pyrotechnic displays (hereafter “fireworks display”) in the past,

WHEREAS, Provider will provide the fireworks display **to be performed and displayed on July 3, 2022** at dusk or at a time to be desired by the Client on said date, and

WHEREAS, Provider is to perform the fireworks display in a manner consistent with the highest degree of care with respect to the safety of spectators, its employees and the improvements located in the area where the fireworks will be set off, and

WHEREAS, in exchange for Provider performing the fireworks display, Provider shall be entitled to the payment of **\$23,000.00 (Twenty-three thousand dollars)** inclusive of tax, payable as hereafter provided. A deposit of **\$11,500.00 (Eleven thousand five hundred dollars)** shall be due by June 27, 2022 as a deposit.

NOW THEREFORE, the parties hereto agree as follows:

Provider’s responsibilities with respect to fireworks display:

Provider agrees to provide all necessary fireworks, fireworks display materials and equipment, and the personnel necessary to perform the fireworks display in a timely fashion and in accordance with the proposal previously submitted by Provider, which this Rider hereby amends. Together, this Rider and the proposal may be referred to as the “Agreement.” Provider further submits that the display will be 100% electrically fired, that the equipment used will equal or exceed the specifications of those recommended by the National Fire Protection Association and that the fireworks used will be from those manufacturers widely recognized and accepted as being of the highest quality in the pyrotechnic industry. Provider shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the display other than the issues for which Client is responsible. Provider shall provide licensed, experienced, professional pyro-technicians, who will deliver, set up, discharge and dismantle the fireworks display.

The pyro-technicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time of the completion of the display, etc. Provider shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and shall be responsible for the cost thereof, including without limitation, the Pyrotechnic Use Act, 425 ILCS 35/0.01, et seq., the Fireworks Regulation Act of Illinois, 425 ILCS 30/1 et seq., the Pyrotechnic Distributor and Operator Licensing Act, 225 ILCS

227/1, et seq. and any applicable Illinois administrative rules or any rules and regulations established by the Illinois State Fire Marshal regarding the display, and shall obtain all necessary permits and shall be responsible for the cost thereof.

Client's responsibilities with respect to fireworks display:

Client agrees to (a) provide a sufficient area for the display, including a minimum spectator set back as determined by Provider, (b) arrange adequate police or emergency response should it be needed, and (c) remove non-hazardous debris, trash and clean-up of shoot site and surrounding area. After the successful completion of the firework display on the scheduled (or rescheduled) date, Client shall pay the remainder of the proposal cost, inclusive of tax, to Provider.

Provider's License

Provider shall at all times during the term of this Agreement maintain an Illinois Pyrotechnic Distributor's License and shall provide a copy of the same to the Client. Provider represents and warrants to the benefit of the Client that Provider has obtained and shall maintain all required authorizations, licenses and registrations (collectively, the "Licenses") required to perform the fireworks display contemplated hereunder, including, without limitation, all authorizations and registrations required to conduct business in Illinois. Provider shall indemnify, defend and hold harmless the Client, its elected and appointed officials, directors, employees, attorneys and agents of, from, and against any costs, expenses, claims, or causes of action arising in connection with Provider's failure to obtain and maintain the Licenses.

Weather, election to postpone/cancel: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is forecast on the day the display is scheduled to occur, the event may be cancelled by mutual agreement of the parties with a rain date of the Client's choice at no additional cost to Client if set up of the display has not commenced.

Insurance: Provider will issue the client and those individuals or entities the client chooses to indemnify (additionally insured), an insurance certificate (as part of the display expense) outlining coverage in the amount of \$10,000,000.00 (Ten Million Dollars) to cover liability associated with the fireworks display. Provider warrants that it maintains worker's compensation insurance on its employees.

Indemnification: Provider shall protect, indemnify, defend and save Client, its elected and appointed officials, directors, employees, attorneys and agents harmless of, from and against any and all loss, liability, costs, or expense of any kind related to or arising from injury or damage to persons or property arising out of the fireworks display or Provider's actions. Provider covenants that it will use its best efforts to avoid any such harm and that it maintains/has obtained insurance coverage to cover any such harm pursuant to the foregoing section.

No partnership or joint venture: The parties agree that Provider is a sub-contractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display is left to the sole discretion of Provider.

Binding Effect on Representatives and Successors: This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, and successors and assigns to the parties hereto.

Entire Agreement; Conflict: This instrument, together with the Proposal, contains the entire Agreement between the parties with respect to the transaction contemplated herein. Each party acknowledges that it is not relying upon any representation made by the other party unless such representation is contained in this Agreement. Where the Rider and proposal conflict, this Rider shall govern.

This Rider may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Assignment: Without the prior written consent of the other party, neither party shall: Assign, transfer, pledge or hypothecate this Agreement or its obligations hereunder.

Attorney's Fees: In the event that any action is filed in relation to the terms of this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, the reasonable sum for the successful party's attorney's fees and costs.

Modification: Subsequent amendments, modification, or releases from any provision of this Agreement shall be binding only if in writing and signed by all parties.

Time of Essence: Time is of the essence of this Agreement.

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from this Agreement, but such invalidity shall not affect the other provisions that can be given effect without the invalid provisions.

Authority: Each party signing this Rider represents that they are fully authorized by the entity for which they are acting in executing this Agreement.

Headings: Headings or titles to sections or paragraphs of this Agreement are solely for the convenience of the parties and shall have no effect whatsoever on the interpretation of the provisions of this Agreement.

Choice of Law; Venue: This Agreement shall be governed by the laws of the State of Illinois. In the event that any claim or action is brought arising from this Agreement or the services discussed herein, said claim shall be brought in Cook County, Illinois.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement has been executed this ____ day of _____, 2022.

PROVIDER

RKM Fireworks Company

CLIENT

Town of Cicero, Illinois

Signature of Authorizing Official

Title/Office of Authorizing Party

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Town was named as a defendant (the “Defendant”) in a lawsuit brought by Jacob Ellis (the “Plaintiff”), styled *Jacob Ellis v. Town of Cicero*, Case No. 21 WC 018447, regarding injuries allegedly sustained while making an arrest (the “Litigation”); and

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

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

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

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

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

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

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

Agenda Request Memo

To: Town of Cicero Board of Trustees and the Honorable Larry Dominick, Town President.
From: Robert E. Luedke
Re: worker's compensation claim for petitioner Jacob Ellis
Date: June 3, 2022

Attached is an Illinois Worker's Compensation Commission settlement contract signed by petitioner Jacob Ellis. I am requesting authority to sign this settlement contract. I recommend the resolution called for in the settlement contract.

Mr. Ellis is a police officer for the Town of Cicero. On October 11, 2019 he was attempting to arrest a subject who had an outstanding warrant. The offender resisted arrest resulting in pain in the petitioner's right shoulder.

The petitioner was seen on the date of accident on October 14, 2019 by Dr. Garg at Occupational Health in River Forest. Dr. Garg diagnosed [REDACTED] and released the petitioner to sedentary employment.

The petitioner saw Dr. Guzzo on October 30, 2019. Dr. Guzzo reviewed an MRI of the right shoulder which showed extensive labral tearing. Dr. Guzzo recommended [REDACTED] which was performed on December 6, 2019. Dr. Guzzo [REDACTED]

The petitioner commenced physical therapy on January 13, 2020 and received numerous treatments over the next few months. On March 20, 2020 the petitioner was seen for the last time for physical therapy. [REDACTED]. He was performing all activities except his regular exercise workouts and regular employment.

On May 6, 2020 the petitioner was seen by Dr. Guzzo. Dr. Guzzo noted the petitioner was 6 months after his surgery. The petitioner had no complaints and was capable full employment. Dr. Guzzo discharged the petitioner from treatment and released him to full unrestricted employment. [REDACTED]

On December 28, 2021 plaintiff's counsel sent a settlement demand of 20% man as a whole or \$83,669. I offered 7 ½% man as a whole subject to Board of Trustee approval.

I appeared before the arbitrator with Petitioner's counsel on May 11, 2022 for a pretrial conference. According to Petitioner's counsel the petitioner u [REDACTED]

I responded that the petitioner had been discharged from treatment and released to full unrestricted employment. The petitioner has been participating in full unrestricted employment for the past 2 years without any additional treatment or problems.

The arbitrator suggested 11% man as a whole. In my opening opinion letter I thought the claim was worth 10% man as a whole. I recommend the arbitrator's evaluation of 11% man as a whole. At the petitioner's permanency rate of \$836.69 a resolution of this matter for 11% man as a whole or 55 weeks of compensation would be \$46,017.95.

I believe that this settlement is advantageous to the Town of Cicero. I recommend that I be authorized to sign the settlement contracts and settle the petitioner's worker's compensation claims before the IWCC. Thank you.

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

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

Internal# S0068393

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

Jacob Ellis

Employee/Petitioner

Case# **21WC018447**

v.

Town of Cicero

Employer/Respondent

Setting **Chicago**

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

Jacob Ellis

Employee/Petitioner

Street address

City, State, Zip code

Town of Cicero

Employer/Respondent

4949 W. Cermak Rd.

Street address

Cicero, IL 60804

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Single**

Dependents under age 18: **0**

Birthdate:

Average weekly wage: **\$1,305.10**

Date of accident: **10/11/2019**

How did the accident occur? **fighting with offender**

What part of the body was affected?

What is the nature of the injury? **To be shown**

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

Return-to-work date: **05/20/2020**

Location of accident: **Cicero**

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

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

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **31** weeks at the rate of **\$1,305.10** /week.

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

| From | Through |
|--------------------------|-------------------------|
| <u>10/11/2019</u> | <u>5/20/2020</u> |

Notes regarding temporary total disability benefits:

Petitioner paid full salary per pursuant to Public Employees Disability Act

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

See terms of settlement

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

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

TTD \$ **n/a**

Permanent disability \$ **n/a**

Medical expenses \$ **n/a**

Other \$ **n/a**

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.


Respondent offers and Petitioner agrees to accept subject to the approval of the IWCC the full and final sum of \$46,017.95 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 10-11-19. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. This settlement is calculated as 11% Man as a whole or 55 weeks times \$836.69 totaling \$46,017.95. Parties waive all rights pursuant to Sections 8(a) and 19(h) of the Act. The parties have considered the interests of Medicare in this settlement. No amount is allocated for future medical expenses based on the opinion of treating physician Dr. Guzzo that the petitioner will need no further medical treatment as a result of this accident. (See office note dated May 6, 2020).

| | |
|------------------------------------|---------------------------|
| Total amount of settlement | <u>\$46,017.95</u> |
| Deduction: Attorney's fees | <u>\$9,203.59</u> |
| Deduction: Medical reports, X-rays | <u>\$25.00</u> |
| Deduction: Other (explain) | <u>\$0.00</u> |
| Amount employee will receive | <u>\$36,789.36</u> |

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


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

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


Signature of petitioner

Jacob Ellis

Name of petitioner


Telephone number

6/3/2022

Date

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

Signature of attorney

Date

Andrew Galich

Attorney's name

David F. Szczecin & Associates, LTD

205 W RANDOLPH

SUITE 1801

CHICAGO, IL 60606

Firm name and address

(312) 436-0855

Telephone number

05319

IWCC Code #

andy@dfslawfirm.com

E-mail address

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

Signature of attorney

Robert Luedke

Attorney's name

DEL GALDO LAW GROUP LLP

1441 S HARLEM AVE

BERWYN, IL 60402

Firm name and address

(708) 222-7000

Telephone number

Insurance Program Managers Group

Name of respondent's insurance or service company

Date

04217

IWCC Code #

luedke@dlglawgroup.com

E-mail address

ORDER OF ARBITRATOR OR COMMISSIONER:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING CERTAIN INVOICES FROM FAUST, INC. DBA ABC AUTOMOTIVE ELECTRONICS FOR SERVICES PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

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

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

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

WHEREAS, Faust, Inc. d/b/a ABC Automotive Electronics (“ABC Automotive”) installed necessary communications equipment in four (4) CPD patrol vehicles (the “Services”) and submitted invoices (the “Invoices”) for said installations, copies of which are attached hereto and incorporated herein as Group Exhibit A; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby authorizes and approves payment of the Invoices for the Services and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Services is subject to competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A



Town of Cicero
POLICE
DEPARTMENT

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

Jerry R. Chlada, Jr.
Superintendent of Police

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

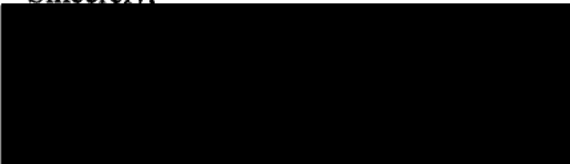
Subj: ABC Automotive Electronics Invoice

Madam Clerk,

06-June, 22

Attached is invoice number C235341 in the amount of \$11,747.31 from ABC Automotive Electronics, for the purchase, and installation of emergency equipment in squad #333. The purchase of this vehicle was approved by the Town of Cicero Board of Trustees at the 23-Mar, 2021 Cicero Town Board Meeting (Ordinance # 13-21). I respectfully request that the said invoice gets submitted for payment approval by the Board of Trustees at the next Town of Cicero Board Meeting.

Sincerely,



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

TOWN OF CICERO

4949 W. CERMAK ROAD

CICERO, ILLINOIS 60804

PURCHASE REQUEST

28590

TO: — ABC AUTOMOVITIVE —
— ELECTRONICS —
— 7213 W. ROOSEVELT —
— FOREST PARK, IL 60130 —

DATE: 4/1, 2022

DEPARTMENT: Police Dept

ACCOUNT NO

| QUANTITY | CAT NO. | DESCRIPTION | PRICE | TOTAL |
|----------|---------|-------------------------------|-------|------------|
| | | Install police patrol package | | \$11747.31 |
| | | # 8869 | | |
| | | Inv# C 235341 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | \$11747.31 |

PLEASE NOTE:

THIS IS A REQUEST, NOT A PURCHASE ORDER.

WHITE - CLERK'S COPY YELLOW - DEPT. HEAD'S COPY

DEPARTMENT

ABC AUTOMOTIVE ELECTRONICS
7213 W. ROOSEVELT RD

THANK YOU
DEALER

2CERM
P

FOREST PARK IL 60130
(708) 488-9600 Fax:
WWW.ABCAUTOELECTRONICS.COM

VIP#

Home: () - IL Work: Cell:

Make: ford Model: utility
Year: 2021 Color:
VIN#: 1FM5K8AB3MGB98869
Odometer:
Registration:

C 235341 DEALER 02/18/2022 4:55:29 PM 1

Town Of Cicero/police ID# 5500
4901 W Cermak Rd

Cicero IL 60804
(708) 652-2130 Ext:
STK: 333 PO: 333 RO:

Sales1: D-23 Day: Wednesda Bay#: 0
Sales2: Date: 06/09/2021
Start 03:11 PM Stop Time: 03:11 PM

Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|---------------|-----------|--|---------------|-----------|-----------|
| 1 | SI-240-T-IH | EMERGENCY | SECURE IDLE FORD 13+ | SI-240-T-IH | \$196.12 | \$196.12 |
| 1 | 16-32891-CM | EMERGENCY | Code 3 lightbar 52" w/ opticom | 16-32891-CM | \$1466.25 | \$1466.25 |
| 1 | ADJBKT011-B | EMERGENCY | Code 3 hook kit 20 utility | ADJBKT011-B | \$0.00 | \$0.00 |
| 1 | C-PM-125 | EMERGENCY | Havis cnsl prntr mnt brther RJ-4230b-l | C-PM-125 | \$228.16 | \$228.16 |
| 1 | C-EB25-T81-1P | EMERGENCY | Havis console plates for Kenwood tk- | C-EB25-T81-1P | \$28.90 | \$28.90 |
| 1 | PF200 | EMERGENCY | PATHFINDER PF200 | PF200 | \$522.60 | \$522.60 |
| 1 | FE7502-RB | EMERGENCY | Laguna RB comp seat 2020 Utility | FE7502-RB | \$1432.06 | \$1432.06 |
| 1 | C-HDM-1006 | EMERGENCY | base for pedestal mounts 20+ utility | C-HDM-1006 | \$131.09 | \$131.09 |

TECHNICIAN

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

Materials: \$8347.31
Labor: \$3400.00
Sublet: \$0.00
Other: \$0.00
Misc: \$0.00
Subtotal: \$11747.31
Sales Tax: \$0.00
Invoice \$11747.31

Paid Cash : **Change:**
Paid Charge :
Card Info :
Auth. Code :
Paid Check : Chk# XXXXXXXXXX
Paid House :
A/R Open : Due: 03/20/2022 \$11747.31
Deposit : Type: \$0.00
Balance

ABC AUTOMOTIVE ELECTRONICS
7213 W. ROOSEVELT RD

THANK YOU
DEALER

2CERM
P

FOREST PARK IL **60130**
(708) 488-9600 Fax:
WWW.ABCAUTOELECTRONICS.COM

VIP#

Home: () - IL Work: Cell:

Make: ford Model: utility
Year: 2021 Color:
VIN#: 1FM5K8AB3MGB98869
Odometer:
Registration:

C 235341 DEALER 02/18/2022 4:55:29 PM 2

Town Of Cicero/police ID# 5500
4901 W Cermak Rd

Cicero IL 60804
(708) 652-2130 Ext:
STK: 333 PO: 333 RO:

Sales1: D-23 Day: Wednesda Bay#: 0
Sales2: Date: 06/09/2021
Start 03:11 PM Stop Time: 03:11 PM

Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio


| QTY | Part # | Description | Unit Price | Total Price |
|-----|---------------|---|-------------------|-------------|
| 1 | CG-X | EMERGENCY Havis 12v timer | \$109.30 | \$109.30 |
| 1 | C-HDM-401 | EMERGENCY HEAVY-DUTY STABILITY SIDE ARM | \$81.20 | \$81.20 |
| 1 | C-MD-119 | EMERGENCY Havis 11" slide out laptop holder | \$297.39 | \$297.39 |
| 1 | C-EB30-FSP-1P | EMERGENCY havis PF200 siren plate for console | \$21.55 | \$21.55 |
| 1 | C-VS-1012- | EMERGENCY Havis 20+ utility console package | \$795.15 | \$795.15 |
| 1 | C-HDM-202 | EMERGENCY Telescoping Device Mounting Base w/ | \$184.25 | \$184.25 |
| 1 | PK1130ITU20T | EMERGENCY Setina SLIDING WIN PK1130ITU20TM | \$968.23 | \$968.23 |
| 1 | SC-920-AR | EMERGENCY large rail santa cruz gun lock #2 key | \$269.90 | \$269.90 |
| | | | TECHNICIAN | |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

Materials: \$8347.31
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Sublet: \$0.00
Other: \$0.00
Misc: \$0.00
Subtotal: \$11747.31
Sales Tax: \$0.00
Invoice \$11747.31

Paid Cash : **Change:**
Paid Charge :
Card Info :
Auth. Code :
Paid Check : Chk# 
Paid House :
A/R Open : Due: 03/20/2022 \$11747.31
Deposit : Type: \$0.00
Balance

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

FOREST PARK

(708) 488-9600

Fax:

IL

60130

WWW.ABCAUTOELECTRONICS.COM

THANK YOU

DEALER

2CERM

P

VIP#

IL

Home: () -

Work:

Cell:

Make: ford Model: utility
 Year: 2021 Color:
 VIN#: 1FM5K8AB3MGB98869
 Odometer:
 Registration:

C 235341

DEALER

02/18/2022

4:55:29 PM

3

Town Of Cicero/police
 4901 W Cermak Rd

ID# 5500

Cicero
 (708) 652-2130

Ext:

IL 60804

STK: 333

PO: 333

RO:

Sales1: D-23 Day: Wednesda Bay#: 0
 Sales2: Date: 06/09/2021
 Start 03:11 PM Stop Time: 03:11 PM

Install police patrol package. use parts with Ford package 67H
 ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|-----------|-----------|---|------------------|-------------------|-------------------|
| 2 | MPSM6-LB | EMERGENCY | micropilse brkts | MPSM6-LB | \$12.44 | \$24.88 |
| 1 | MPSW9-RW | EMERGENCY | Red Fed sig side mirror light | MPSW9-RW | \$167.70 | \$167.70 |
| 1 | MPSW9-BW | EMERGENCY | Blue fed sig side mirror lights | MPSW9-BW | \$167.70 | \$167.70 |
| 1 | MPSWM9- | EMERGENCY | fedsig mirror side light brkt | MPSWM9-FPIU20MIR | \$33.66 | \$33.66 |
| 1 | MPS-61U-B | EMERGENCY | Fedsig single color micropulse Blue 6 d | MPS-61U-B | \$122.36 | \$122.36 |
| 1 | MPS-61U-R | EMERGENCY | fedsig single color Micropulse red 6d | MPS-61U-R | \$122.36 | \$122.36 |
| 1 | MPSC-B | EMERGENCY | fedsig 20 utility grill lights blue | MPSC-B | \$121.25 | \$121.25 |
| 1 | MPSC-R | EMERGENCY | Fedsig 20 utility grill lights red | MPSC-R | \$121.25 | \$121.25 |
| | | | | | TECHNICIAN | \$121.25 \$121.25 |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

Materials: \$8347.31
 Labor: \$3400.00
 Sublet: \$0.00
 Other: \$0.00
 Misc: \$0.00
 Subtotal: \$11747.31
 Sales Tax: \$0.00
Invoice \$11747.31

Paid Cash : **Change:**
Paid Charge :
Card Info :
Auth. Code :
Paid Check : Chk# XXXXXXXXXX
Paid House :
A/R Open : Due: 03/20/2022 \$11747.31
Deposit : Type: \$0.00
Balance

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

FOREST PARK

(708) 488-9600

Fax:

IL

60130

WWW.ABCAUTOELECTRONICS.COM

VIP#

IL

Home: () -

Work:

Cell:

Make: ford Model: utility
 Year: 2021 Color:
 VIN#: 1FM5K8AB3MGB98869
 Odometer:
 Registration:

THANK YOU

DEALER

2CERM

P

C 235341

DEALER

02/18/2022

4:55:29 PM

4

Town Of Cicero/police
 4901 W Cermak Rd

ID# 5500

Cicero
 (708) 652-2130

Ext:

IL 60804

STK: 333

PO: 333

RO:

Sales1: D-23

Day: Wednesda Bay#: 0

Sales2:

Date: 06/09/2021

Start

03:11 PM

Stop Time: 03:11 PM

Install police patrol package. use parts with Ford package 67H
 ordered with vehicles. add Kenwood isburn radio

| QTY | DESCRIPTION | PARTS | HARDWARE/ SHOP CHARGE | SHOPCHARGE | | |
|-----|-------------|-----------|----------------------------|------------|-----------|-----------|
| 1 | SHOPCHARGE | PARTS | HARDWARE/ SHOP CHARGE | SHOPCHARGE | \$225.00 | \$225.00 |
| 1 | LABOR | LABOR | LABOR | MARTEEN;0 | \$3400.00 | \$3400.00 |
| 1 | TK-7360 | EMERGENCY | Kenwood VHF Isburn radio's | TK-7360 | \$450.00 | \$450.00 |
| 1 | ANTENNA | PARTS | vhf rooftop antenna | ANTENNA | \$59.00 | \$59.00 |

TECHNICIAN

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

Materials: \$8347.31
 Labor: \$3400.00
 Sublet: \$0.00
 Other: \$0.00
 Misc: \$0.00
 Subtotal: \$11747.31
 Sales Tax: \$0.00
Invoice \$11747.31

Paid Cash : Change:

Paid Charge :

Card Info :

Auth. Code :

Paid Check : Chk#

Paid House :

A/R Open : Due: 03/20/2022 \$11747.31

Deposit : Type: \$0.00

Balance



Town of Cicero
POLICE
DEPARTMENT

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

Jerry R. Chlada, Jr.
Superintendent of Police

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

Subj: ABC Automotive Electronics Invoice

Madam Clerk,

06-June, 22

Attached is invoice number C238153 in the amount of \$11,747.31 from ABC Automotive Electronics, for the purchase, and installation of emergency equipment in squad #331. The purchase of this vehicle was approved by the Town of Cicero Board of Trustees at the 23-Mar, 2021 Cicero Town Board Meeting (Ordinance # 13-21). I respectfully request that the said invoice gets submitted for payment approval by the Board of Trustee's at the next Town of Cicero Board Meeting.

Sincerely,

[Redacted Signature]
Jerry R. Chlada Jr.
Superintendent of Police
Cicero Police Department

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

PURCHASE REQUEST
28591

TO: _____
ABC AUTOMOVITIVE
ELECTRONICS
7213 W. ROOSEVELT
FOREST PARK, IL 60130

DATE: 411, 2022


DEPARTMENT: Police Dept

ACCOUNT NO: 

| QUANTITY | CAT NO. | DESCRIPTION | PRICE | TOTAL |
|----------|---------|-------------------------------|-------|------------|
| | | Install police patrol package | | \$11747.31 |
| | | | | |
| | | | | |
| | | INV#C238153 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | \$11747.31 |

PLEASE NOTE:
THIS IS A REQUEST, NOT A PURCHASE ORDER.

WHITE - CLERK'S COPY YELLOW - DEPT. HEAD'S COPY


HEAD OF DEPARTMENT

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

FOREST PARK
(708) 488-9600 Fax:
WWW.ABCAUTOELECTRONICS.COM

IL 60130

THANK YOU
DEALER

2CERM
P

C 238153 DEALER 02/23/2022 5:40:20 PM 1

Town Of Cicero/police ID# 5500
4901 W Cermak Rd
Cicero IL 60804
(708) 652-2130 Ext:
STK: PO: 331 RO: 331

Sales1: D-23 Day: Friday Bay#: 0
Sales2: Date: 02/11/2022
Start 01:19 PM Stop Time: 01:19 PM

VIP#
Home: () - IL Work: Cell:

Make: ford Model: utility
Year: 2021 Color:
VIN#: 1FM5K8AB3MGB98869
Odometer:
Registration:

Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|---------------|-----------|--|---------------|-----------|-----------|
| 1 | SI-240-T-IH | EMERGENCY | SECURE IDLE FORD 13+ | SI-240-T-IH | \$196.12 | \$196.12 |
| 1 | 16-32891-CM | EMERGENCY | Code 3 lightbar 52" w/ opticom | 16-32891-CM | \$1466.25 | \$1466.25 |
| 1 | ADJBKT011-B | EMERGENCY | Code 3 hook kit 20 utility | ADJBKT011-B | \$0.00 | \$0.00 |
| 1 | C-PM-125 | EMERGENCY | Havis cnsl prntr mnt brther RJ-4230b-I | C-PM-125 | \$228.16 | \$228.16 |
| 1 | C-EB25-T81-1P | EMERGENCY | Havis console plates for Kenwood tk- | C-EB25-T81-1P | \$28.90 | \$28.90 |
| 1 | PF200 | EMERGENCY | PATHFINDER PF200 | PF200 | \$522.60 | \$522.60 |
| 1 | FE7502-RB | EMERGENCY | Laguna RB comp seat 2020 Utility | FE7502-RB | \$1432.06 | \$1432.06 |
| 1 | C-HDM-1006 | EMERGENCY | base for pedestal mounts 20+ utility | C-HDM-1006 | \$131.09 | \$131.09 |

TECHNICIAN

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

Materials: \$8347.31
Labor: \$3400.00
Sublet: \$0.00
Other: \$0.00
Misc: \$0.00
Subtotal: \$11747.31
Sales Tax: \$0.00
Invoice \$11747.31

Paid Cash : Change:
Paid Charge :
Card Info :
Auth. Code :
Paid Check : Chk#
Paid House :
A/R Open : Due: 03/25/2022 \$11747.31
Deposit : Type: \$0.00
Balance

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

THANK YOU
DEALER

2CERM
P

FOREST PARK
(708) 488-9600 Fax:
WWW.ABCAUTOELECTRONICS.COM

IL 60130

C 238153 DEALER 02/23/2022 5:40:20 PM 2

VIP#

Home: () - IL Work: Cell:

Town Of Cicero/police ID# 5500
4901 W Cermak Rd

Cicero IL 60804
(708) 652-2130 Ext:

STK: PO: 331 RO: 331

Make: ford Model: utility
Year: 2021 Color:
VIN#: 1FM5K8AB3MGB98869
Odometer:
Registration:

Sales1: D-23 Day: Friday Bay#: 0
Sales2: Date: 02/11/2022
Start 01:19 PM Stop Time: 01:19 PM

Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|---------------|-----------|---------------------------------------|----------------------|-------------------|----------|
| 1 | CG-X | EMERGENCY | Havis 12v timer | CG-X | \$109.30 | \$109.30 |
| 1 | C-HDM-401 | EMERGENCY | HEAVY-DUTY STABILITY SIDE ARM | C-HDM-401 | \$81.20 | \$81.20 |
| 1 | C-MD-119 | EMERGENCY | Havis 11" slide out laptop holder | C-MD-119 | \$297.39 | \$297.39 |
| 1 | C-EB30-FSP-1P | EMERGENCY | havis PF200 siren plate for console | C-EB30-FSP-1P | \$21.55 | \$21.55 |
| 1 | C-VS-1012- | EMERGENCY | Havis 20+ utility console package | C-VS-1012-SPIU20-PKG | \$795.15 | \$795.15 |
| 1 | C-HDM-202 | EMERGENCY | Telescoping Device Mounting Base w/ | C-HDM-202 | \$184.25 | \$184.25 |
| 1 | PK1130ITU20T | EMERGENCY | Setina SLIDING WIN | PK1130ITU20TM | \$968.23 | \$968.23 |
| 1 | SC-920-AR | EMERGENCY | large rail santa cruz gun lock #2 key | SC-920-AR | \$269.90 | \$269.90 |
| | | | | | TECHNICIAN | |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

| | |
|----------------|-------------------|
| Materials: | \$8347.31 |
| Labor: | \$3400.00 |
| Sublet: | \$0.00 |
| Other: | \$0.00 |
| Misc: | \$0.00 |
| Subtotal: | \$11747.31 |
| Sales Tax: | \$0.00 |
| Invoice | \$11747.31 |

Paid Cash : **Change:**

Paid Charge :

Card Info :

Auth. Code :

Paid Check : Chk#

Paid House :

A/R Open : Due: 03/25/2022 \$11747.31

Deposit : Type: \$0.00

Balance

ABC AUTOMOTIVE ELECTRONICS
7213 W. ROOSEVELT RD

THANK YOU
DEALER

2CERM
P

FOREST PARK IL 60130
(708) 488-9600 Fax:
WWW.ABCAUTOELECTRONICS.COM

C 238153 DEALER 02/23/2022 5:40:20 PM 3

Town Of Cicero/police ID# 5500
4901 W Cermak Rd
Cicero IL 60804
(708) 652-2130 Ext:
STK: **PO:** 331 **RO:** 331

Sales1: D-23 Day: Friday Bay#: 0
Sales2: Date: 02/11/2022
Start 01:19 PM Stop Time: 01:19 PM

VIP#
Home: () - IL Work: Cell:

Make: ford Model: utility
Year: 2021 Color:
VIN#: 1FMSK8AB3MGB98869
Odometer:
Registration:

Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|-----------|-----------|---|------------------|----------|----------|
| 2 | MPSM6-LB | EMERGENCY | micropilse brkts | MPSM6-LB | \$12.44 | \$24.88 |
| 1 | MPSW9-RW | EMERGENCY | Red Fed sig side mirror light | MPSW9-RW | \$167.70 | \$167.70 |
| 1 | MPSW9-BW | EMERGENCY | Blue fed sig side mirror lights | MPSW9-BW | \$167.70 | \$167.70 |
| 1 | MPSWM9- | EMERGENCY | fedsig mirror side light brkt | MPSWM9-FPIU20MIR | \$33.66 | \$33.66 |
| 1 | MPS-61U-B | EMERGENCY | Fedsig single color micropulse Blue 6 d | MPS-61U-B | \$122.36 | \$122.36 |
| 1 | MPS-61U-R | EMERGENCY | fedsig single color Micropulse red 6d | MPS-61U-R | \$122.36 | \$122.36 |
| 1 | MPSC-B | EMERGENCY | fedsig 20 utility grill lights blue | MPSC-B | \$121.25 | \$121.25 |
| 1 | MPSC-R | EMERGENCY | Fedsig 20 utility grill lights red | MPSC-R | \$121.25 | \$121.25 |

TECHNICIAN

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

Materials: \$8347.31
Labor: \$3400.00
Sublet: \$0.00
Other: \$0.00
Misc: \$0.00
Subtotal: \$11747.31
Sales Tax: \$0.00
Invoice \$11747.31

Paid Cash : **Change:**
Paid Charge :
Card Info :
Auth. Code :
Paid Check : Chk#
Paid House :
A/R Open : Due: 03/25/2022 \$11747.31
Deposit : Type: \$0.00
Balance



Town of Cicero **POLICE** DEPARTMENT

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

Jerry R. Chlada, Jr.
Superintendent of Police

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

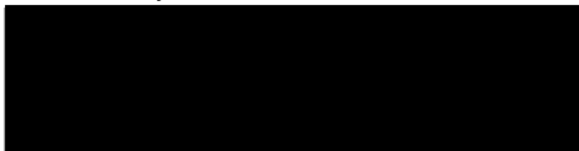
Subj: ABC Automotive Electronics Invoice

Madam Clerk,

06-June, 22

Attached is invoice number C238156 in the amount of \$11,747.31 from ABC Automotive Electronics, for the purchase, and installation of emergency equipment in squad #334. The purchase of this vehicle was approved by the Town of Cicero Board of Trustees at the 23-Mar, 2021 Cicero Town Board Meeting (Ordinance # 13-21). I respectfully request that the said invoice gets submitted for payment approval by the Board of Trustees at the next Town of Cicero Board Meeting.

Sincerely,



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

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

PURCHASE REQUEST
28548

TO: —
— ABC AUTOMOVITIVE —
— ELECTRONICS —
— 7213 W. ROOSEVELT —
— FOREST PARK, IL 60130 —


DATE: 2/22, 2022

DEPARTMENT: Police Dept

ACCOUNT NO: 

| QUANTITY | CAT NO. | DESCRIPTION | PRICE | TOTAL |
|----------|---------|-------------------------------|-------|------------|
| | | Install police patrol package | | \$11747.31 |
| | | Ford 2022 | | |
| | | | | |
| | | | | |
| | | Inv#C238156 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | \$11747.31 |

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


V

HEAD OF DEPARTMENT

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

FOREST PARK IL 60130
(708) 488-9600 Fax: (708) 488-9610
WWW.ABCAUTOELECTRONICS.COM

THANK YOU**DUPLICATE**

2CERM
P
 Created On: 10/14/2013

VIP#

Home: () - IL Work: Cell:

Make: ford Model: utility
 Year: 2021 Color:
 VIN#: 1FM5K8AB9MGB98875
 Odometer:
 Registration:

C 238156 DEALER 02/18/2022 5:38:18 PM 1

Town Of Cicero/police ID# 5500
 4901 W Cermak Rd

Cicero IL 60804
 (708) 652-2130 Ext:

STK: 334 PO: 334 RO:

Sales1: D-23 Day: Friday Bay#: 0
 Sales2: Date: 02/11/2022
 Start Time: 01:22 PM Stop Time: 01:22 PM

Install police patrol package. use parts with Ford package 67H
 ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|---------------|-----------|---|---------------|-----------|-----------|
| 1 | SI-240-T-IH | EMERGENCY | SECURE IDLE FORD 13+ | SI-240-T-IH | \$196.12 | \$196.12 |
| 1 | 16-32891-CM | EMERGENCY | Code 3 lightbar 52" w/ opticom | 16-32891-CM | \$1466.25 | \$1466.25 |
| 1 | ADJBKT011-B | EMERGENCY | Code 3 hook kit 20 utility | ADJBKT011-B | \$0.00 | \$0.00 |
| 1 | C-PM-125 | EMERGENCY | Havis cnsle prntr mnt brther RJ-4230b-I | C-PM-125 | \$228.16 | \$228.16 |
| 1 | C-EB25-T81-1P | EMERGENCY | Havis console plates for Kenwood tk- | C-EB25-T81-1P | \$28.90 | \$28.90 |
| 1 | PF200 | EMERGENCY | PATHFINDER PF200 | PF200 | \$522.60 | \$522.60 |
| 1 | FE7502-RB | EMERGENCY | Laguna RB comp seat 2020 Utility | FE7502-RB | \$1432.06 | \$1432.06 |
| 1 | C-HDM-1006 | EMERGENCY | base for pedestal mounts 20+ utility | C-HDM-1006 | \$131.09 | \$131.09 |
| 1 | CG-X | EMERGENCY | Havis 12v timer | CG-X | \$109.30 | \$109.30 |
| 1 | C-HDM-401 | EMERGENCY | HEAVY-DUTY STABILITY SIDE ARM | C-HDM-401 | \$81.20 | \$81.20 |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Materials: \$8347.31
Labor: \$3400.00
Sublet: \$0.00
Other: \$0.00
Misc: \$0.00
SubTotal: 11747.31
Sales Tax: \$0.00
Invoice **\$11747.31**

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice.
 A company check should be issued along with a purchase order request. This being said request.

Paid Cash :
Paid Charge :
Card Info :
Auth. Code :
Gift Card:
Gift Cert:
Paid Check : Chk# XXXXXXXXXX
Paid House :
A/R Open : Due: 03/20/2022 \$11747.31
Deposit : Type: \$0.00
Last Paid: 02/18/2022 OPEN \$11747.31
Balance

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

FOREST PARK IL 60130
 (708) 488-9600 Fax: (708) 488-9610
 WWW.ABCAUTOELECTRONICS.COM

THANK YOU

2CERM

P

DUPLICATE

Created On: 10/14/2013

VIP#

Home: () - IL Work: Cell:

Make: ford Model: utility
 Year: 2021 Color:
 VIN#: 1FM5K8AB9MGB98875
 Odometer:
 Registration:

C 238156 DEALER 02/18/2022 5:38:18 PM 2

Town Of Cicero/police ID# 5500
 4901 W Cermak Rd

Cicero IL 60804
 (708) 652-2130 Ext:

STK: 334 PO: 334 RO:

Sales1: D-23 Day: Friday Bay#: 0
 Sales2: Date: 02/11/2022
 Start Time: 01:22 PM Stop Time: 01:22 PM

Install police patrol package. use parts with Ford package 67H
 ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|---------------|-----------|---------------------------------------|----------------------|----------|----------|
| 1 | C-MD-119 | EMERGENCY | Havis 11" slide out laptop holder | C-MD-119 | \$297.39 | \$297.39 |
| 1 | C-EB30-FSP-1P | EMERGENCY | havis PF200 siren plate for console | C-EB30-FSP-1P | \$21.55 | \$21.55 |
| 1 | C-VS-1012- | EMERGENCY | Havis 20+ utility console package | C-VS-1012-SPIU20-PKG | \$795.15 | \$795.15 |
| 1 | C-HDM-202 | EMERGENCY | Telescoping Device Mounting Base w/ | C-HDM-202 | \$184.25 | \$184.25 |
| 1 | PK1130ITU20T | EMERGENCY | Setina SLIDING WIN | PK1130ITU20TM | \$968.23 | \$968.23 |
| 1 | SC-920-AR | EMERGENCY | large rail santa cruz gun lock #2 key | SC-920-AR | \$269.90 | \$269.90 |
| 2 | MPSM6-LB | EMERGENCY | micropilse brkts | MPSM6-LB | \$12.44 | \$24.88 |
| 1 | MPSW9-RW | EMERGENCY | Red Fed sig side mirror light | MPSW9-RW | \$167.70 | \$167.70 |
| 1 | MPSW9-BW | EMERGENCY | Blue fed sig side mirror lights | MPSW9-BW | \$167.70 | \$167.70 |
| 1 | MPSWM9- | EMERGENCY | fedsig mirror side light brkt | MPSWM9-FPIU20MIR | \$33.66 | \$33.66 |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Materials: \$8347.31
 Labor: \$3400.00
 Sublet: \$0.00
 Other: \$0.00
 Misc: \$0.00
 SubTotal: 11747.31
 Sales Tax: \$0.00
Invoice \$11747.31

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice.
 A company check should be issued along with a purchase order request. This being said request.

Paid Cash :
Paid Charge :
Card Info :
Auth. Code :
Gift Card:
Gift Cert:
Paid Check : Chk# 
Paid House :
A/R Open : Due: 03/20/2022 \$11747.31
Deposit : Type: \$0.00
Last Paid: 02/18/2022 OPEN \$11747.31
Balance

ABC AUTOMOTIVE ELECTRONICS
7213 W. ROOSEVELT RD

FOREST PARK IL 60130
(708) 488-9600 Fax: (708) 488-9610
WWW.ABCAUTOELECTRONICS.COM

THANK YOU

DUPLICATE

2CERM
P
Created On: 10/14/2013

VIP#

Home: () - IL Work: Cell:

C 238156 DEALER 02/18/2022 5:38:18 PM 3

Town Of Cicero/police ID# 5500
4901 W Cermak Rd

Cicero IL 60804
(708) 652-2130 Ext:

STK: 334 PO: 334 RO:

Make: ford Model: utility
Year: 2021 Color:
VIN#: 1FM5K8AB9MGB98875
Odometer:
Registration:

Sales1: D-23 Day: Friday Bay#: 0
Sales2: Date: 02/11/2022
Start Time: 01:22 PM Stop Time: 01:22 PM

Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|------------|-----------|---|------------|-----------|-----------|
| 1 | MPS-61U-B | EMERGENCY | Fedsig single color micropulse Blue 6 d | MPS-61U-B | \$122.36 | \$122.36 |
| 1 | MPS-61U-R | EMERGENCY | fedsig single color Micropulse red 6d | MPS-61U-R | \$122.36 | \$122.36 |
| 1 | MPSC-B | EMERGENCY | fedsig 20 utility grill lights blue | MPSC-B | \$121.25 | \$121.25 |
| 1 | MPSC-R | EMERGENCY | Fedsig 20 utility grill lights red | MPSC-R | \$121.25 | \$121.25 |
| 1 | SHOPCHARGE | PARTS | HARDWARE/ SHOP CHARGE | SHOPCHARGE | \$225.00 | \$225.00 |
| 1 | LABOR | LABOR | LABOR | MARTIN;0 | \$3400.00 | \$3400.00 |
| 1 | TK-7360 | EMERGENCY | Kenwood VHF Isburn radio's | TK-7360 | \$450.00 | \$450.00 |
| 1 | ANTENNA | PARTS | vhf rooftop antenna | ANTENNA | \$59.00 | \$59.00 |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

| | |
|----------------|-------------------|
| Materials: | \$8347.31 |
| Labor: | \$3400.00 |
| Sublet: | \$0.00 |
| Other: | \$0.00 |
| Misc: | \$0.00 |
| SubTotal: | 11747.31 |
| Sales Tax: | \$0.00 |
| Invoice | \$11747.31 |

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice.
A company check should be issued along with a purchase order request. This being said request.

Paid Cash :

Paid Charge :

Card Info :

Auth. Code :

Gift Card:

Gift Cert:

Paid Check : Chk# [REDACTED]

Paid House :

A/R Open : Due: 03/20/2022 \$11747.31

Deposit : Type: \$0.00

Last Paid: 02/18/2022 OPEN \$11747.31

Balance

ABC AUTOMOTIVE ELECTRONICS
7213 W. ROOSEVELT RD

FOREST PARK
(708) 488-9600 Fax:
WWW.ABCAUTOELECTRONICS.COM

IL 60130

THANK YOU
DEALER

2CERM
P

C 238153 DEALER 02/23/2022 5:40:20 PM 4

Town Of Cicero/police ID# 5500
4901 W Cermak Rd
Cicero IL 60804
(708) 652-2130 Ext:
STK: PO: 331 RO: 331

Sales1: D-23 Day: Friday Bay#: 0
Sales2: Date: 02/11/2022
Start 01:19 PM Stop Time: 01:19 PM

Make: ford Model: utility
Year: 2021 Color:
VIN#: 1FM5K8AB3MGB98869
Odometer:
Registration:

Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|------------|-----------|----------------------------|------------|-----------|-----------|
| 1 | SHOPCHARGE | PARTS | HARDWARE/ SHOP CHARGE | SHOPCHARGE | \$225.00 | \$225.00 |
| 1 | LABOR | LABOR | LABOR | MARTIN;0 | \$3400.00 | \$3400.00 |
| 1 | TK-7360 | EMERGENCY | Kenwood VHF Isburn radio's | TK-7360 | \$450.00 | \$450.00 |
| 1 | ANTENNA | PARTS | vhf rooftop antenna | ANTENNA | \$59.00 | \$59.00 |


TECHNICIAN

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request.

Materials: \$8347.31
Labor: \$3400.00
Sublet: \$0.00
Other: \$0.00
Misc: \$0.00
Subtotal: \$11747.31
Sales Tax: \$0.00
Invoice \$11747.31

Paid Cash : **Change:**
Paid Charge :
Card Info :
Auth. Code :
Paid Check : Chk# 
Paid House :
A/R Open : Due: 03/25/2022 \$11747.31
Deposit : Type: \$0.00
Balance



Town of Cicero
POLICE
DEPARTMENT

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

Jerry R. Chlada, Jr.
Superintendent of Police

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

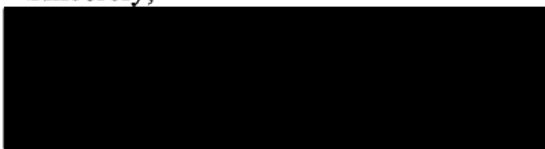
Subj: ABC Automotive Electronics Invoice

Madam Clerk,

06-June, 22

Attached is invoice number C238157 in the amount of \$11,747.31 from ABC Automotive Electronics, for the purchase, and installation of emergency equipment in squad #335. The purchase of this vehicle was approved by the Town of Cicero Board of Trustees at the 23-Mar, 2021 Cicero Town Board Meeting (Ordinance # 13-21). I respectfully request that the said invoice gets submitted for payment approval by the Board of Trustees at the next Town of Cicero Board Meeting.

Sincerely,



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

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

PURCHASE REQUEST
28549

TO: _____
ABC AUTOMOVITIVE
ELECTRONICS
7213 W. ROOSEVELT
FOREST PARK, IL 60130

DATE: 2/22, 2022

DEPARTMENT: Police Dept

ACCOUNT NO: 

| QUANTITY | CAT NO. | DESCRIPTION | PRICE | TOTAL |
|----------|---------|---|-------|-----------|
| | | Car #335, Install police patrol package | | |
| | | | | |
| | | | | |
| | | | | |
| | | Inv#C238157 | | |
| | | | | |
| | | | | |
| | | | | 11,747.31 |

PLEASE NOTE:
THIS IS A REQUEST, NOT A PURCHASE ORDER.

WHITE - CLERK'S COPY YELLOW - DEPT. HEAD'S COPY



DEPARTMENT

FOREST PARK IL 60130
(708) 488-9600 Fax: (708) 488-9610
WWW.ABCAUTOELECTRONICS.COM

| | |
|----------------|-------------|
| VIP# | |
| Home: () - IL | Work: Cell: |

| | |
|-------------------------|----------------|
| Make: ford | Model: utility |
| Year: 2021 | Color: |
| VIN#: 1FM5K8AB6MGB99045 | |
| Odometer: | |
| Registration: | |

| | | | | |
|----------|--------|------------|------------|---|
| C 238157 | DEALER | 02/21/2022 | 3:53:28 PM | 1 |
|----------|--------|------------|------------|---|

| | |
|---|--------------------|
| Town Of Cicero/police 4901 W Cermak Rd | ID# 5500 |
| Cicero (708) 652-2130 | Ext: IL 60804 |
| STK: 335 | PO: 335 RO: |

| | | |
|----------------------|---------------------|---------|
| Sales1: D-23 | Day: Friday | Bay#: 0 |
| Sales2: | Date: 02/11/2022 | |
| Start Time: 01:23 PM | Stop Time: 01:23 PM | |

Car 335. Install police patrol package. use parts with Ford package 67H
ordered with vehicles. add Kenwood isburn radio

| | | | | | | |
|---|---------------|-----------|--|---------------|-----------|-----------|
| 1 | SI-240-T-IH | EMERGENCY | SECURE IDLE FORD 13+ | SI-240-T-IH | \$196.12 | \$196.12 |
| 1 | 16-32891-CM | EMERGENCY | Code 3 lightbar 52" w/ opticom | 16-32891-CM | \$1466.25 | \$1466.25 |
| 1 | ADJBKT011-B | EMERGENCY | Code 3 hook kit 20 utility | ADJBKT011-B | \$0.00 | \$0.00 |
| 1 | C-PM-125 | EMERGENCY | Havis consle prntr mnt brther RJ-4230b-I | C-PM-125 | \$228.16 | \$228.16 |
| 1 | C-EB25-T81-1P | EMERGENCY | Havis console plates for Kenwood tk- | C-EB25-T81-1P | \$28.90 | \$28.90 |
| 1 | PF200 | EMERGENCY | PATHFINDER PF200 | PF200 | \$522.60 | \$522.60 |
| 1 | FE7502-RB | EMERGENCY | Laguna RB comp seat 2020 Utility | FE7502-RB | \$1432.06 | \$1432.06 |
| 1 | C-HDM-1006 | EMERGENCY | base for pedestal mounts 20+ utility | C-HDM-1006 | \$131.09 | \$131.09 |
| 1 | CG-X | EMERGENCY | Havis 12v timer | CG-X | \$109.30 | \$109.30 |
| 1 | C-HDM-401 | EMERGENCY | HEAVY-DUTY STABILITY SIDE ARM | C-HDM-401 | \$81.20 | \$81.20 |

| |
|---|
| Install Partol package. Install customers sierra wireless card, cradlepoint, antennas |
| SUBLET: |

| | |
|----------------|-------------------|
| Materials: | \$8347.31 |
| Labor: | \$3400.00 |
| Sublet: | \$0.00 |
| Other: | \$0.00 |
| Misc: | \$0.00 |
| SubTotal: | 11747.31 |
| Sales Tax: | \$0.00 |
| Invoice | \$11747.31 |

| |
|---|
| Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice. A company check should be issued along with a purchase order request. This being said request. |
|---|

| | |
|-----------------------------------|------------|
| Paid Cash : | |
| Paid Charge : | |
| Card Info : | |
| Auth. Code : | |
| Gift Card: | |
| Gift Cert: | |
| Paid Check : Chk# | |
| Paid House : | |
| A/R Open : Due: 03/23/2022 | \$11747.31 |
| Deposit : Type: | \$0.00 |
| Last Paid: 02/21/2022 OPEN | \$11747.31 |
| Balance | |

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

FOREST PARK IL 60130
 (708) 488-9600 Fax: (708) 488-9610
 WWW.ABCAUTOELECTRONICS.COM

THANK YOU

2CERM

P

DUPLICATE

Created On: 10/14/2013

VIP#

Home: () - IL Work: Cell:

Make: ford Model: utility
 Year: 2021 Color:
 VIN#: 1FM5K8AB6MGB99045
 Odometer:
 Registration:

C 238157 DEALER 02/21/2022 3:53:28 PM 2

Town Of Cicero/police ID# 5500
 4901 W Cermak Rd
 Cicero IL 60804
 (708) 652-2130 Ext:
 STK: 335 PO: 335 RO:

Sales1: D-23 Day: Friday Bay#: 0
 Sales2: Date: 02/11/2022
 Start Time: 01:23 PM Stop Time: 01:23 PM

Car 335. Install police patrol package. use parts with Ford package 67H
 ordered with vehicles. add Kenwood isburn radio

| QTY | MODEL | NAME | DESCRIPTION | ITEM | PRICE | TOTAL |
|-----|---------------|-----------|---------------------------------------|----------------------|----------|----------|
| 1 | C-MD-119 | EMERGENCY | Havis 11" slide out laptop holder | C-MD-119 | \$297.39 | \$297.39 |
| 1 | C-EB30-FSP-1P | EMERGENCY | havis PF200 siren plate for console | C-EB30-FSP-1P | \$21.55 | \$21.55 |
| 1 | C-VS-1012- | EMERGENCY | Havis 20+ utility console package | C-VS-1012-SPIU20-PKG | \$795.15 | \$795.15 |
| 1 | C-HDM-202 | EMERGENCY | Telescoping Device Mounting Base w/ | C-HDM-202 | \$184.25 | \$184.25 |
| 1 | PK1130ITU20T | EMERGENCY | Setina SLIDING WIN | PK1130ITU20TM | \$968.23 | \$968.23 |
| 1 | SC-920-AR | EMERGENCY | large rail santa cruz gun lock #2 key | SC-920-AR | \$269.90 | \$269.90 |
| 2 | MPSM6-LB | EMERGENCY | micropilse brkts | MPSM6-LB | \$12.44 | \$24.88 |
| 1 | MPSW9-RW | EMERGENCY | Red Fed sig side mirror light | MPSW9-RW | \$167.70 | \$167.70 |
| 1 | MPSW9-BW | EMERGENCY | Blue fed sig side mirror lights | MPSW9-BW | \$167.70 | \$167.70 |
| 1 | MPSWM9- | EMERGENCY | fedsig mirror side light brkt | MPSWM9-FPIU20MIR | \$33.66 | \$33.66 |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Materials: \$8347.31
 Labor: \$3400.00
 Sublet: \$0.00
 Other: \$0.00
 Misc: \$0.00
 SubTotal: 11747.31
 Sales Tax: \$0.00
Invoice \$11747.31

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Paid Cash :
Paid Charge :
Card Info :
Auth. Code :
Gift Card:
Gift Cert:
Paid Check : Chk# XXXXXXXXXX
Paid House :
A/R Open : Due: 03/23/2022 \$11747.31
Deposit : Type: \$0.00
Last Paid: 02/21/2022 OPEN \$11747.31
Balance

ABC AUTOMOTIVE ELECTRONICS

7213 W. ROOSEVELT RD

FOREST PARK IL 60130
 (708) 488-9600 Fax: (708) 488-9610
 WWW.ABCAUTOELECTRONICS.COM

THANK YOU**2CERM**

P

DUPLICATE

Created On: 10/14/2013

VIP#

Home: () - IL Work: Cell:

Make: ford Model: utility
 Year: 2021 Color:
 VIN#: 1FM5K8AB6MGB99045
 Odometer:
 Registration:

C 238157 DEALER 02/21/2022 3:53:28 PM 3

Town Of Cicero/police ID# 5500
 4901 W Cermak Rd
 Cicero IL 60804
 (708) 652-2130 Ext:
STK: 335 PO: 335 RO:

Sales1: D-23 Day: Friday Bay#: 0
 Sales2: Date: 02/11/2022
 Start Time: 01:23 PM Stop Time: 01:23 PM

Car 335. Install police patrol package. use parts with Ford package 67H
 ordered with vehicles. add Kenwood isburn radio

| QTY | MODEL | MAKE | DESCRIPTION | PART | PRICE | TOTAL |
|-----|------------|-----------|---|------------|-----------|-----------|
| 1 | MPS-61U-B | EMERGENCY | Fedsig single color micropulse Blue 6 d | MPS-61U-B | \$122.36 | \$122.36 |
| 1 | MPS-61U-R | EMERGENCY | fedsig single color Micropulse red 6d | MPS-61U-R | \$122.36 | \$122.36 |
| 1 | MPSC-B | EMERGENCY | fedsig 20 utility grill lights blue | MPSC-B | \$121.25 | \$121.25 |
| 1 | MPSC-R | EMERGENCY | Fedsig 20 utility grill lights red | MPSC-R | \$121.25 | \$121.25 |
| 1 | SHOPCHARGE | PARTS | HARDWARE/ SHOP CHARGE | SHOPCHARGE | \$225.00 | \$225.00 |
| 1 | LABOR | LABOR | LABOR | MARTEEN;0 | \$3400.00 | \$3400.00 |
| 1 | TK-7360 | EMERGENCY | Kenwood VHF Isburn radio's | TK-7360 | \$450.00 | \$450.00 |
| 1 | ANTENNA | PARTS | vhf rooftop antenna | ANTENNA | \$59.00 | \$59.00 |

Install Partol package. Install customers sierra wireless card, cradlepoint, antennas

SUBLET:

Materials: \$8347.31
 Labor: \$3400.00
 Sublet: \$0.00
 Other: \$0.00
 Misc: \$0.00
 SubTotal: 11747.31
 Sales Tax: \$0.00
Invoice \$11747.31

Dealer terms and conditions. All dealers must pay within 30 days unless otherwise noted on invoice.
 A company check should be issued along with a purchase order request. This being said request.

Paid Cash :
Paid Charge :
Card Info :
Auth. Code :
Gift Card:
Gift Cert:
Paid Check : Chk# XXXXXXXXXX
Paid House :
A/R Open : Due: 03/23/2022 \$11747.31
Deposit : Type: \$0.00
Last Paid: 02/21/2022 OPEN \$11747.31
Balance

June 6, 2022

Hon. President &
Board of Trustees
Town of Cicero
4949 West Cermak Road
Cicero, Illinois 60804

Re: **2022 Street Rehabilitation**
MFT Section No. 22-00235-00-RS
(MFT and Rebuild Illinois Funds)

Mesdames & Gentlemen:

The above captioned street rehabilitation project includes paving improvements at the street locations listed on the attached "Exhibit A" document.

Enclosed are the following IDOT Motor Fuel Tax (MFT) and Rebuild Illinois (RBI) documents, for your review and authorization, as indicated:

- 1) Two (2) copies of a "**Resolution for Improvement by Municipality (BLR 09111)**" which approves the expenditure of **MFT Funds** (\$210,000.00) for the estimated project construction and engineering costs. This document is to be approved by the Town Board and certified by the Clerk, and
- 2) Two (2) copies of a "**Resolution for Improvement by Municipality (BLR 09111)**" which approves the expenditure of **RBI Funds** (\$2,450,000.00) for the estimated project construction costs. This document is to be approved by the Town Board and certified by the Clerk, and
- 3) Two (2) copies of the "**Engineering Services Agreement (BLR 05530)**", for design and construction engineering services, to be approved by the Town Board and signed by the President and the Clerk.

If these documents meet with your approval, please have them executed, as indicated, and return them to our office for further processing with IDOT.

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

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Maria Punzo Arias, Clerk, w/Enc.
Mr. Michael Del Galdo, Esq., Town Attorney, w/Enc.
File No. 21468

EXHIBIT "A"

**TOWN OF CICERO
2022 STREET REHABILITATION
MFT SECTION No. 22-00235-00-RS
(MFT & REBUILD ILLINOIS FUNDS)**

| | STREET NAME | FROM | TO | LENGTH (FT) |
|---|-----------------------|----------------|---------------------|--------------------|
| 1 | Laramie Avenue | Pershing Road | 30th Street | 5,966 |
| 2 | Park Avenue | Austin Blvd | Central Avenue | 2,682 |
| 3 | 59th Court | 35th Street | Park Avenue | 1,441 |
| 4 | 59th Avenue | 35th Street | Park Avenue | 1,336 |
| 5 | 21st Street | Laramie Avenue | 50th Avenue | 1,278 |
| | | | Total (FT) = | 12,703 |
| | | | Total (MI) = | 2.406 |



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

22-00235-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Town

Governing Body Type

Local Public Agency Type

of Cicero Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

| Name of Street(s)/Road(s) | Length (miles) | Route | From | To |
|---------------------------|----------------|-------|----------------|----------------|
| Laramie Avenue | 1.13 | | Pershing Road | 30th Street |
| Park Avenue | 0.508 | | Austin Blvd. | Central Avenue |
| 59th Court | 0.273 | | 35th Street | Park Avenue |
| 59th Avenue | 0.253 | | 35th Street | Park Avenue |
| 21st Street | 0.242 | | Laramie Avenue | 50th Avenue |

For Structures:

| Name of Street(s)/Road(s) | Existing Structure No. | Route | Location | Feature Crossed |
|---------------------------|------------------------|-------|----------|-----------------|
| N/A | | | | |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurfacing or rehabilitation paving work, including hot-mix asphalt surface removal; earth excavation; curb and gutter removal and replacement; aggregate base construction; pavement patching; curb line storm sewer structure replacement; frame and grate adjustments; hot-mix asphalt leveling binder, binder and surface course paving; pavement markings; parkway restoration; and all appurtenant construction.

2. That there is hereby appropriated the sum of Two Hundred Ten Thousand and 00/100

Dollars (\$210,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Maria Punzo-Arias

Town

Clerk in and for said Town

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Cicero in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Cicero

at a meeting held on June 14, 2022

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14 day of June, 2022

Day

Month, Year



Illinois Department
of Transportation

(SEAL)

**Resolution for Improvement
Under the Illinois Highway Code**



Clerk Signature

Date

| |
|--|
| |
|--|

| |
|--|
| |
|--|

Approved

Regional Engineer
Department of Transportation

Date

| |
|--|
| |
|--|

| |
|--|
| |
|--|



**Resolution for Improvement
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

BE IT RESOLVED, by the President and Board of Trustees of the Town

Governing Body Type

Local Public Agency Type

of Cicero Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

| Name of Street(s)/Road(s) | Length (miles) | Route | From | To |
|---------------------------|----------------|-------|----------------|----------------|
| Laramie Avenue | 1.13 | | Pershing Road | 30th Street |
| Park Avenue | 0.508 | | Austin Blvd. | Central Avenue |
| 59th Court | 0.273 | | 35th Street | Park Avenue |
| 59th Avenue | 0.253 | | 35th Street | Park Avenue |
| 21st Street | 0.242 | | Laramie Avenue | 50th Avenue |

For Structures:

| Name of Street(s)/Road(s) | Existing Structure No. | Route | Location | Feature Crossed |
|---------------------------|------------------------|-------|----------|-----------------|
| N/A | | | | |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurfacing or rehabilitation paving work, including hot-mix asphalt surface removal; earth excavation; curb and gutter removal and replacement; aggregate base construction; pavement patching; curb line storm sewer structure replacement; frame and grate adjustments; hot-mix asphalt leveling binder, binder and surface course paving; pavement markings; parkway restoration; and all appurtenant construction.

2. That there is hereby appropriated the sum of Two Million Four Hundred Fifty Thousand and 00/100

Dollars (\$2,450,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Maria Punzo-Arias

Town

Clerk in and for said Town

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Cicero in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Cicero

Governing Body Type

Name of Local Public Agency

at a meeting held on June 14, 2022

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14 day of June, 2022

Day

Month, Year



Illinois Department
of Transportation

(SEAL)

**Resolution for Improvement
Under the Illinois Highway Code**



Clerk Signature

Date

| |
|--|
| |
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| |
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|--|

Approved

Regional Engineer

Department of Transportation

Date

| |
|--|
| |
|--|

| |
|--|
| |
|--|

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH FRANK NOVOTNY AND ASSOCIATES, INC. FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interest of the Town to perform work related to the 2022 Street Rehabilitation Project (the “Project”); and

WHEREAS, the Project includes, without limitation, resurfacing or rehabilitation paving work, including hot-mix asphalt surface removal; earth excavation; curb and gutter removal and replacement; aggregate base course construction; curb line storm sewer structure replacement; frame and grate adjustments; hot-mix asphalt leveling binder, binder, and surface course paving; pavement markings; parkway restoration; and all appurtenant construction; and

WHEREAS, the Town recognizes the need for a third party to perform certain engineering services in connection with the Project (the “Services”); and

WHEREAS, Rebuild Illinois funds allotted to the Town by the State of Illinois, under the supervision of the Illinois Department of Transportation, will be used entirely or in part to finance the Services; and

WHEREAS, Frank Novotny and Associates, Inc. (“Novotny”) is the Town Engineer and has provided engineering services for similar projects to the Town in the past; and

WHEREAS, Novotny has provided the Corporate Authorities with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth such terms, covenants, and conditions under which Novotny will provide the Services to the Town; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, and general welfare for the Town to approve, enter into, and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

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

may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE-CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

| | | | |
|---------------------|-------------------|----------------|----------------------------|
| Local Public Agency | County | Section Number | Job Number |
| Town of Cicero | Cook | 22-00235-00-RS | |
| Project Number | Contact Name | Phone Number | Email |
| 21468 | Maria Punzo Arias | (708) 656-3600 | marias@thetownofcicero.com |

SECTION PROVISIONS

| | | | |
|--|-----------|--------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| Laramie Avenue | | 1.13 | |
| Location Termini | | | |
| Pershing Road to 30th Street | | | |
| <input type="button" value="Add Location"/> | | | |
| <input type="button" value="Remove Location"/> | | | |

SECTION PROVISIONS

| | | | |
|--|-----------|--------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| Park Avenue | | 0.508 | |
| Location Termini | | | |
| Austin Blvd. to Central Avenue | | | |
| <input type="button" value="Add Location"/> | | | |
| <input type="button" value="Remove Location"/> | | | |

SECTION PROVISIONS

| | | | |
|--|-----------|--------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| 59th Court | | 0.273 | |
| Location Termini | | | |
| 35th Street to Park Avenue | | | |
| <input type="button" value="Add Location"/> | | | |
| <input type="button" value="Remove Location"/> | | | |

SECTION PROVISIONS

| | | | |
|--|-----------|--------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| 59th Avenue | | 0.253 | |
| Location Termini | | | |
| 35th Street to Park Avenue | | | |
| <input type="button" value="Add Location"/> | | | |
| <input type="button" value="Remove Location"/> | | | |

SECTION PROVISIONS

| | | | |
|--|-----------|--------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| 21st Street | | 0.242 | |
| Location Termini | | | |
| Laramie Avenue to 50th Avenue | | | |
| <input type="button" value="Add Location"/> | | | |
| <input type="button" value="Remove Location"/> | | | |

Project Description

Resurfacing or rehabilitation paving work, including hot-mix asphalt surface removal; earth excavation; curb and gutter removal and replacement; pavement patching; aggregate base course construction, curb line storm sewer structure replacement; frame and grate adjustments; hot-mix asphalt leveling binder, binder and surface course paving; pavement markings; parkway restoration; and all appurtenant construction.

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other
Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **Rebuild Illinois Funds**

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

| | | | |
|------------------------------|-----------------|----------------|-------------------------------|
| Consultant (Firm) Name | Contact Name | Phone Number | Email |
| Novotny Engineering | Tim Geary, P.E. | (630) 887-8640 | tgeary@novotnyengineering.com |
| Address | City | State | Zip Code |
| 545 Plainfield Road, Suite A | Willowbrook | IL | 60527 |

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

| | |
|----------------------------------|--|
| Regional Engineer | Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation |
| Resident Construction Supervisor | Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT |
| In Responsible Charge Contractor | A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded |

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA:
 - (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
 - (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation

- ☒ Percent A sum of money equal to 8% percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- ☐ Lump Sum
- ☐ Specific Rate

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract, the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the FHWA or any authorized representative of the federal government, and to provide full access to all relevant materials.
Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. The ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services

- of any firm or person in connection with carrying out the AGREEMENT or
- (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
- (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

8. Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace.

False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or those entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

13. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- (c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

| Prime Consultant | TIN/FEIN/SS Number | Agreement Amount |
|---|--------------------|------------------|
| Frank Novotny & Assoc., Inc. DBA/ Novotny Engineering | 36-2728920 | \$199,000.00 |

| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
|------------------------|--------------------|------------------|
| SEECO Consultants | 36-3458492 | \$10,000.00 |
| Subconsultant Total | | \$10,000.00 |
| Prime Consultant Total | | \$199,000.00 |
| Total for all work | | \$209,000.00 |

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

| | | | |
|-------------------------------------|---------------------------------------|-----------------------------------|--|
| Local Public Agency Type | | Name of Local Public Agency | |
| Attest: | The <input type="text" value="Town"/> | of | <input type="text" value="Cicero"/> |
| By | <input type="text"/> | Date | <input type="text"/> |
| Name of Local Public Agency | | Local Public Agency Type | |
| <input type="text" value="Cicero"/> | | <input type="text" value="Town"/> | |
| | | Clerk | <input type="text" value="Larry Dominick, President"/> |

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Novotny Engineering

By

Date

| |
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By

Date

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Title

John E. Fitzgerald, P.E., Executive Vice President

Title

Timothy P. Geary, P.E., President

APPROVED:

Regional Engineer, Department of Transportation

Date

| |
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| |
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| |
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| | | |
|---------------------|--------|----------------|
| Local Public Agency | County | Section Number |
| Town of Cicero | Cook | 22-00235-00-RS |

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
2. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
3. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
4. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
5. Furnish or cause to be furnished:
 - a) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - b) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - c) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - d) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - e) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
6. Furnish or cause to be furnished:
 - a) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - b) Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - c) Establishment and setting of lines and grades.
 - d) Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - e) Supervision of inspectors, proportioning engineers, and other technical personnel and the taking and submitting of material samples.
7. Revision of contract drawings to reflect as built conditions.
8. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

| | | |
|---------------------|--------|----------------|
| Local Public Agency | County | Section Number |
| Town of Cicero | Cook | 22-00235-00-RS |

**EXHIBIT B
PROJECT SCHEDULE**

July 14, 2022 Bid Date
 July 26, 2022 - Contract Award
 August 8, 2022 Contract Start Date
 October 28, 2022 - Contract Work Complete
 November 18, 2022 - Punch list Work Completed
 June 1, 2023 - Project Accepted
 June 30, 2023 - Final Payment Approved

| | | |
|---------------------|--------|----------------|
| Local Public Agency | County | Section Number |
| Town of Cicero | Cook | 22-00235-00-RS |

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

| Item | Allowable | Quantity | Contract Rate | Total |
|--|---|----------|---------------|-------|
| <input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost (Up to state rate maximum) | | | |
| <input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost | | | |
| <input type="checkbox"/> Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | |
| <input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | |
| <input type="checkbox"/> Vehicle Owned or Leased | \$32.50/half day (4 hours or less) or \$65/full day | | | |
| <input type="checkbox"/> Vehicle Rental | Actual cost (Up to \$55/day) | | | |
| <input type="checkbox"/> Tolls | Actual cost | | | |
| <input type="checkbox"/> Parking | Actual cost | | | |
| <input type="checkbox"/> Overtime | Premium portion (Submit supporting documentation) | | | |
| <input type="checkbox"/> Shift Differential | Actual cost (Based on firm's policy) | | | |
| <input type="checkbox"/> Overnight Delivery/Postage/Courier Service | Actual cost (Submit supporting documentation) | | | |
| <input type="checkbox"/> Copies of Deliverables/Mylars (In-house) | Actual cost (Submit supporting documentation) | | | |
| <input type="checkbox"/> Copies of Deliverables/Mylars (Outside) | Actual cost (Submit supporting documentation) | | | |
| <input type="checkbox"/> Project Specific Insurance | Actual Cost | | | |
| <input type="checkbox"/> Monuments (Permanent) | Actual Cost | | | |
| <input type="checkbox"/> Photo Processing | Actual Cost | | | |
| <input type="checkbox"/> 2-Way Radio (Survey or Phase III Only) | Actual Cost | | | |
| <input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only) | Actual Cost | | | |
| <input type="checkbox"/> CADD | Actual cost (Max \$15/hour) | | | |
| <input type="checkbox"/> Web Site | Actual cost (Submit supporting documentation) | | | |
| <input type="checkbox"/> Advertisements | Actual cost (Submit supporting documentation) | | | |
| <input type="checkbox"/> Public Meeting Facility Rental | Actual cost (Submit supporting documentation) | | | |
| <input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment | Actual cost (Submit supporting documentation) | | | |
| <input type="checkbox"/> Recording Fees | Actual Cost | | | |
| <input type="checkbox"/> Transcriptions (specific to project) | Actual Cost | | | |
| <input type="checkbox"/> Courthouse Fees | Actual Cost | | | |
| <input type="checkbox"/> Storm Sewer Cleaning and Televising | Actual cost (Requires 2-3 quotes with IDOT approval) | | | |
| <input type="checkbox"/> Traffic Control and Protection | Actual cost (Requires 2-3 quotes with IDOT approval) | | | |
| <input type="checkbox"/> Aerial Photography and Mapping | Actual cost (Requires 2-3 quotes with IDOT approval) | | | |
| <input type="checkbox"/> Utility Exploratory Trenching | Actual cost (Requires 2-3 quotes with IDOT approval) | | | |
| <input type="checkbox"/> Testing of Soil Samples | Actual Cost | | | |
| <input type="checkbox"/> Lab Services | Actual Cost (Provide breakdown of each cost) | | | |
| <input type="checkbox"/> Equipment and/or Specialized Equipment Rental | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | |
| <input type="checkbox"/> | Actual Costs | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| Total Direct Costs | | | | |

| | | |
|---------------------|--------|----------------|
| Local Public Agency | County | Section Number |
| Town of Cicero | Cook | 22-00235-00-RS |

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

| | | No | Yes |
|----|--|--------------------------|-------------------------------------|
| 1 | Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Was the scope of services for this project clearly defined? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Was public notice given for this project? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Do the written QBS policies and procedures cover conflicts of interest? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | Do the written QBS policies and procedures discuss the methods of evaluation? | <input type="checkbox"/> | <input type="checkbox"/> |
| | Project Criteria | | Weighting |
| | | | |
| | Add | | |
| 8 | Do the written QBS policies and procedures discuss the method of selection? | <input type="checkbox"/> | <input type="checkbox"/> |
| | Selection committee (titles) for this project | | |
| | | | |
| | Top three consultants ranked for this project in order | | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 9 | Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | Were negotiations for this project performed in accordance with federal requirements. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | Were acceptable costs for this project verified? | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | QBS according to State requirements used? | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | Existing relationship used in lieu of QBS process? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16 | LPA is a home rule community (Exempt from QBS). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING CERTAIN
QUOTES FROM A BEEP, LLC FOR EQUIPMENT AND SERVICES FOR
THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the Cicero Fire Department (the “Department”) is responsible for protecting the safety of Town residents and visitors and responding to emergencies within the Town; and

WHEREAS, the Department relies on speaker systems within the Town’s fire stations to alert the Department members regarding emergencies; and

WHEREAS, the Department recognizes the need to repair and improve the speaker systems for the efficiency of the Department (the “Upgrades”); and

WHEREAS, A Beep, LLC d/b/a A Beep Digi-Talk (“A Beep”) has provided the Town with three (3) quotes (the “Quotes”) for the purchase of the equipment and services which are necessary for the Upgrades (collectively, the “Equipment and Services”), copies of which are attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to approve the Quotes for the purchase of the Equipment and Services to implement the Upgrades; and

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby authorizes and approves the purchase of the Equipment and Services for the Upgrades in accordance with the terms of the Quotes and ratifies any

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A



**CICERO FIRE DEPARTMENT
TOWN OF CICERO
OFFICE OF THE FIRE CHIEF**

To: Larry Dominick – Town President

Maria Punzo Arias

Michael DelGaldo – Town Attorney

Maria Moreno

Jessica Jaramillo

From: Michael Piekarski – Fire Chief

Date: 06/02/22


Subject – Fire Station Speaker System Repair / Replacement – Attached Quotations

Please be advised the I have submitted a quotation from "A-Beep- Diga Talk regarding the repair and replacement of the speaker systems in all three (3) Cicero Fire Stations. The project will fix a badly needed update to our speaker system in station. The current systems are very old and at certain times and locations in the fire stations dispatched calls are difficult to hear.

I am asking that some funds be appropriated for this project in the interest of public safety so that no calls for help go unheard by our firefighters and paramedics.

The ETSB has agreed to pick up another portion of the cost of this project and that amount is not included in this request.

Best regards,


Michael P. Piekarski
Fire Chief
Extension 102

A Beep, LLC
 710 W. Jefferson Street -
 Joliet, IL, 60435
 US



Estimate

| Date | Estimate # |
|-------------|------------|
| May-04-2021 | 5003 |

| Name / Address |
|--|
| Cicero Fire Department 5303 W. 25th St. Cicero, IL 60804 |

| Ship To |
|---------|
| |

| Project |
|---------|
| |

| Description | Qty | U/M | Cost | Total |
|--|-----|-----|----------|--------------------|
| Station 1 PA Work | 1 | | \$0.00 | \$0.00 |
| Bogen 100W Vector Power Amplifier | 2 | | \$787.08 | \$1,574.16 EXP |
| Bogen Rack Mount Kit for V100 | 2 | | \$41.94 | \$83.88 EXP |
| Transformer Balanced Input | 8 | | \$83.775 | \$670.20 EXP |
| Bogen 2x2 70v Multitap Ceil Spk | 17 | | \$111.00 | \$1,887.00 EXP |
| Bogen 15Watt Foregmd Spkr Black | 5 | | \$85.32 | \$426.60 EXP |
| AT2BLK Outdoor Speaker | 1 | | \$223.50 | \$223.50 EXP |
| Work Out Room Strobe | 2 | | \$127.50 | \$255.00 EXP |
| Bunk Room Lighting | 1 | | \$600.00 | \$600.00 EXP |
| 18-4 Wiring | 1 | | \$345.00 | \$345.00 EXP |
| 48 volt Power Supply LRS-150-48 | 1 | | \$75.00 | \$75.00 EXP |
| 15u 22.5"D Wall Mount Rack, Glass Door | 1 | | \$657.00 | \$657.00 EXP |
| Labor to wire and install PA system. | 160 | | \$105.00 | \$16,800.00 EXP |
| | | | 0.00% | \$0.00 |
| Total | | | | \$23,597.34 |

A Beep, LLC
 710 W. Jefferson Street -
 Joliet, IL, 60435
 US



Estimate

| Date | Estimate # |
|-------------|------------|
| May-04-2021 | 5004 |

| Name / Address |
|--|
| Cicero Fire Department 5303 W. 25th St. Cicero, IL 60804 |

| Ship To |
|---------|
| |

| | | | | Project |
|--|-----|-----|--------------|--------------------|
| | | | | |
| Description | Qty | U/M | Cost | Total |
| Station 2 PA Work | 1 | | \$0.00 | \$0.00 |
| Bogen 100W Vector Power Amplifier | 3 | | \$787.08 | \$2,361.24 EXP |
| Bogen Rack Mount Kit for V100 | 3 | | \$41.94 | \$125.82 EXP |
| Transformer Balanced Input | 12 | | \$83.775 | \$1,005.30 EXP |
| Bogen 2x2 70v Multitap Ceil Spk | 34 | | \$111.00 | \$3,774.00 EXP |
| Bogen 15Watt Foregrnd Spkr Black | 8 | | \$85.32 | \$682.56 EXP |
| AT2BLK Outdoor Speaker | 2 | | \$223.50 | \$447.00 EXP |
| Work Out Room Strobe | 1 | | \$127.50 | \$127.50 EXP |
| Bunk Room Lighting | 1 | | \$600.00 | \$600.00 EXP |
| 18-4 Wiring | 2 | | \$345.00 | \$690.00 EXP |
| 48 volt Power Supply LRS-150-48 | 1 | | \$75.00 | \$75.00 EXP |
| 15u 22.5"D Wall Mount Rack, Glass Door | 1 | | \$657.00 | \$657.00 EXP |
| Labor to wire and install PA system. | 160 | | \$105.00 | \$16,800.00 EXP |
| Atlas Deluxe Priority, Plate Mounted 100W Attenuator W/Priority Relay, 3dB Steps | 12 | | \$56.715 | \$680.58 EXP |
| | | | 0.00% | \$0.00 |
| | | | Total | \$28,026.00 |

A Beep, LLC
 710 W. Jefferson Street -
 Joliet, IL, 60435
 US



Estimate

| Date | Estimate # |
|-------------|------------|
| May-04-2021 | 5005 |

| Name / Address |
|--|
| Cicero Fire Department 5303 W. 25th St. Cicero, IL 60804 |

| Ship To |
|---------|
| |

| | | | | Project |
|--|-----|-----|----------|--------------------|
| Description | Qty | U/M | Cost | Total |
| Station 3 PA Work | 1 | | \$0.00 | \$0.00 |
| Bogen 100W Vector Power Amplifier | 2 | | \$787.08 | \$1,574.16 EXP |
| Bogen Rack Mount Kit for V100 | 2 | | \$41.94 | \$83.88 EXP |
| Transformer Balanced Input | 8 | | \$83.775 | \$670.20 EXP |
| Bogen 2x2 70v Multitap Ceil Spk | 13 | | \$111.00 | \$1,443.00 EXP |
| Bogen 15Watt Foregrnd Spkr Black | 6 | | \$85.32 | \$511.92 EXP |
| AT2BLK Outdoor Speaker | 3 | | \$223.50 | \$670.50 EXP |
| Work Out Room Strobe | 1 | | \$127.50 | \$127.50 EXP |
| Bunk Room Lighting | 1 | | \$600.00 | \$600.00 EXP |
| 18-4 Wiring | 1 | | \$345.00 | \$345.00 EXP |
| 48 volt Power Supply LRS-150-48 | 1 | | \$75.00 | \$75.00 EXP |
| 15u 22.5"D Wall Mount Rack, Glass Door | 1 | | \$657.00 | \$657.00 EXP |
| Labor to wire and install PA system. | 120 | | \$105.00 | \$12,600.00 EXP |
| Atlas Deluxe Priority, Plate Mounted 100W Attenuator W/Priority Relay, 3dB Steps | 1 | | \$56.72 | \$56.72 EXP |
| | | | 0.00% | \$0.00 |
| Total | | | | \$19,414.88 |